
# Ovarian Cancer Research Foundation Inc.

## Funding Agreement

Period of Funding

[x] to [x]

Research Proposal

[Project Title]

## Contents

**This Agreement** is made on [insert date]

## Between the parties

1 **Ovarian Cancer Research Foundation Inc** (ARBN 130 949 834) of TOK Corporate Centre, Suite 2B, Level 1, 459 Toorak Road, Toorak Victoria 3142 (***OCRF***)

2 **[Insert name of Administering Institution]** [Insert ABN] of [insert address] (the ***Administering Institution***).

## Recitals

A OCRF, as a non-profit organisation, has the objectives of securing funds from a variety of sources, including corporate philanthropy, to be applied for research into the cause, detection and treatment of ovarian cancer, and raising the level of public awareness of ovarian cancer and the objectives of OCRF.

B OCRF agrees to provide the Grant to the Administering Institution for the Administering Institution to use in conducting the Project in accordance with the terms and conditions set out in this Agreement.

**It is agreed** as follows:

## 1 Definitions and Interpretation

### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

***Administering Institution Trade Marks*** means the trade marks listed in Schedule 6 and any other trade mark notified in writing by the Administering Institution to OCRF.

***Agreement*** means this agreement.

***Annual Progress Report*** has the meaning given in clause 21.1(a).

***Annual Financial Report*** has the meaning given in clause 21.2(a)

***Application*** means the application submitted to OCRF by the Administering Institution for funding to support the Project.

***Approved Costs*** means the costs set out in Schedule 3.

***Associate Investigator*** means a person listed in item 3 of Schedule 2.

***Australian Accounting Standards*** means the standards of that name maintained by the Australian Accounting Standards Board.

***Australian Auditing Standards*** means the standards of that name maintained by the Australian Accounting Standards Board.

***Authorised Officer*** means any secretary or member of the Board of OCRF or the Administering Institution and any person acting in those offices.

***Background IP*** means the Intellectual Property created or developed by the Administering Institution or any Research Personnel prior to the date of this Agreement or other than in connection with the Project.

***Board*** means the Committee of Management of OCRF.

***Business Day*** means a day which is not a Saturday, Sunday or a public holiday in Melbourne, Australia.

***CEO*** means the Chief Executive Officer of OCRF.

***Chief Investigator*** means the a person listed in item 2 of Schedule 2.

***Commercial IP*** means any Project IP which the Administering Institution believes has the potential for commercial exploitation, or which a third party wishes to commercially exploit.

***Commercialisation Costs*** means all costs and disbursements incurred in connection with the commercialisation of Commercial IP, including:

(a) application, registration and renewal fees relating to the Commercial IP, and any other costs associated with the application to register, registration of, and renewal of registrations relating to, Commercial IP, including legal and patent and trade mark attorney fees; and

(b) royalties paid to third parties in order to develop, make and sell any licensed product or service incorporating any Commercial IP,

but excluding the Approved Costs.

***Confidential Information*** means:

(a) information of a confidential nature about or pertaining to OCRF, its process of awarding grants or its funding of research projects;

(b) information in respect of which OCRF has given the Administering Institution written notice that it is confidential;

(c) the Grant;

(d) this Agreement; and

(e) information of a confidential nature about or pertaining to the Project.

***Country*** means the country in item 7 in Schedule 1.

***Cut-Off Date*** means the date in item 4 in Schedule 1.

***Effective Date*** means the date in item 5 in Schedule 1.

***End Date*** means the date in item 6 in Schedule 1.

***Extension Proposal*** has the meaning given in clause 3.2(a).

***Extension Term*** means the additional period of time by which OCRF agrees to extend this Agreement pursuant to clause 3.2.

***Financial Acquittal*** has the meaning given in clause 21.2(a).

***Grant*** means the funding OCRF has agreed to provide the Administering Institution to conduct the Project, which funding is set out in Schedule 3.

***Grant Pre-Conditions*** has the meaning given in clause 2(a).

***Guidelines*** means the OCRF research grant guidelines as amended from time to time.

***Identified Person*** has the meaning given in clause 13.2(c).

***Improvement*** has the meaning given in clause 15.3(a)(ii).

***Industry Standards*** means the best practice standards for the conduct of research and good scientific practice, including the following as updated or replaced from time to time.

For research conducted in Australia:

(a) National Statement on Ethical Conduct in Human Research (NHMRC, 2007)

(b) Australian Code for the Responsible Conduct of Research (NHMRC, Australian Research Council, and Universities Australia, 2018)

(c) Guide to Managing and Investigating Potential Breaches of the Code (NHMRC, Australian Research Council, and Universities Australia, 2018)

(d) Australian code for the care and use of animals for scientific purposes 8th edition (NHMRC, 2013)

(e) Values and Ethics - Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research (NHMRC, 2003)

(f) Ethical guidelines on the use of assisted reproductive technology in clinical practice and research (NHMRC, 2017)

For research conducted in New Zealand:

(a) HRC Research Ethics Guidelines (Health Research Council, 2017)

(b) Ethical Guidelines for Intervention Studies (National Ethics Advisory Committee, revised edition, July 2012)

(c) Ethical Guidelines for Observational Studies (National Ethics Advisory Committee, revised edition, July 2012)

(d) Vision Matauranga: Unlocking the Innovation Potential of Maori Knowledge, Resources and People (Ministry of Research Science and Technology, 2007)

(e) Guidelines for Researchers on Health Research Involving Maori Version 2 (Health Research Council, 2010)

(f) Implementing Research: A guideline for health researchers (Health Research Council, n.d.)

(g) Current Guidelines on the Regulation of Therapeutic Products in New Zealand (Medsafe, n.d.)

(h) Clinical Trials – Regulatory Approval and Good Clinical Practice Requirements (Medsafe, 2015)

***Initial Term*** has the meaning given in clause 3.1.

***Insolvency Event*** means the occurrence of any one or more of the following events:

(a) an order is made that a party be wound up, or that a provisional liquidator or receiver or receiver and manager be appointed and such order is not revoked within five Business Days;

(b) a liquidator or provisional liquidator is appointed, or an administrator or a controller is appointed to a substantial proportion of a party's assets and such appointment is not revoked within five Business Days;

(c) a party enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors or engages in a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors other than as part of a solvent reconstruction;

(d) a party is insolvent or bankrupt as disclosed in its accounts or otherwise, states that it is insolvent or bankrupt or it is presumed to be insolvent or bankrupt under an applicable law;

(e) a director of a party starts developing one or more courses of action within the meaning of s588GA(1)(a) of the *Corporations Act 2001* (Cth);

(f) the party makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors (including a deed of company arrangement); or

(g) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

***Intellectual Property*** means all rights conferred under statute, common law, or equity and subsisting anywhere in the world in relation to:

(a) trade marks, business names, trade names, logos and get-up;

(b) copyright;

(c) inventions (including patent rights);

(d) plant variety and plant breeder rights;

(e) circuit layout designs, topography rights and rights in database;

(f) know-how, trade secrets and confidential information;

(g) registered and unregistered designs; and

(h) any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields (whether registered or not).

***Institutional Approvals*** means the approvals set out in Schedule 7.

***Lead Chief Investigator*** means the person listed in item 1 of Schedule 2.

***New Administering Institution*** has the meaning given in clause 11(a).

***Net Revenue*** means the Administering Institution's share of revenue received from commercialising the Commercial IP, including signing fees, royalties and licence fees and dividends, less:

(a) the Commercialisation Costs incurred by the Administering Institution;

(b) discounts, rebates and allowances provided by the Administering Institution;

(c) distribution costs, including packaging, delivery and insurance costs incurred by the Administering Institution;

(d) taxes, duties, imposts and other like government charges incorporated in the gross invoice price of any product, process, service or technology incorporating the Commercial IP and incurred by the Administering Institution; and

(e) amounts refunded or credited, solely in respect of sales of any product, process, service or technology incorporating the Commercial IP by the Administering Institution.

***NHMRC*** means the National Health and Medical Research Council.

***OCRF Report Form*** means OCRF's form used to record details of the progress of research projects funded by OCRF as amended from time to time.

***OCRF Trade Marks*** means the OCRF's trade marks listed in Schedule 5 and any other trade mark notified in writing by the OCRF to the Administering Institution.

***Personal Information*** means 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.

***Premises*** means any premises owned or occupied by the Administering Institution, or over which the Administering Institution has control or right of access, in which the Project is being conducted or material related to the Project is being stored.

***Privacy Laws*** has the meaning given in clause 17(a).

***Project*** means the research project described in item 1 of Schedule 1**.**

***Project Change*** has the meaning given in clause 12(a).

***Project Deliverables*** means the deliverables described in item 2 of Schedule 1**.**

***Project IP*** means any Intellectual Property created in the course of, or in connection with, the Project.

***Project Timeline*** means the deliverables described in item 3 of Schedule 1**.**

***Property*** means all property purchased with funds provided by OCRF under the Grant, including laboratory equipment.

***Quarter*** means the following periods:

(a) 1 January to 31 March;

(b) 1 April to 30 June;

(c) 1 July to 30 September; and

(d) 1 October to 31 December.

**Reports** means the reports described in clauses 21.1 and 21.2.

***Research Personnel*** means all officers, employees, agents, contractors and consultants of the Administering Institution who are involved from time to time in the Project, and, where the Administering Institution is an educational institution, also includes students, academic staff, supervisors, examiners and investigators involved from time to time in the Project. For the avoidance of doubt, Research Personnel includes the Lead Chief Investigator, any Chief Investigators and any Associate Investigators.

***Research Personnel Obligations*** has the meaning given in clause 7(a)(v).

***Research Personnel Overhead Costs*** means the costs identified as research personnel overhead costs in Schedule 3.

***Royalty*** means the amount set out in item 8 of Schedule 1.

***Scientific Advisory Committee*** means the sub-committee so called which is established from time to time by OCRF.

***Tax Invoice*** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

***Transfer Request*** has the meaning given in clause 11(a).

***Trigger Date*** has the meaning given in clause 26(d).

***Tobacco Entity*** has the meaning in clause 4(a).

### 1.2 Interpretation

(a) Headings are for convenience only and do not affect interpretation.

(b) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.

(c) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.

(d) The following rules apply unless the context requires otherwise.

(i) The singular includes the plural, and the converse also applies.

(ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(iii) A reference to a *clause* or *schedule* is a reference to a clause or schedule of this Agreement.

(iv) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.

(v) A reference to *dollars* or *$* is to Australian currency.

(vi) A reference to a party to this Agreement or another agreement or document includes the party's executors, administrators, successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(vii) A reference to legislation (including delegated legislation), or to a provision thereof, includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it, as the case may be.

(viii) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

(ix) A *month* means a calendar month. If a period of months commences on a date in a month and there is no corresponding date in the month in which it is to end, it will end on the last Business Day of that month.

(x) A reference to *year* is a reference to each successive period of 12 months, commencing on the Effective Date.

### 1.3 Consents or approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld or withdrawn by the party in its absolute discretion.

## 2 Grant Pre-Conditions

(a) The Administering Institution must provide OCRF with:

(i) a deed of undertaking in the form of Schedule 4 validly executed by the lead Chief Investigator;

(ii) copies of all Institutional Approvals; and

(iii) evidence to OCRF's reasonable satisfaction that the Administering Institution has obtained the insurance referred to in clause 19,

(the ***Grant Pre-Conditions***) by the Cut-Off Date.

(b) OCRF will not pay any part of the Grant to the Administering Institution, and the Administering Institution must not commence the Project, until:

(i) the Administering Institution has satisfied each of the Grant Pre-Conditions; or

(ii) OCRF has agreed, in writing, to waive any Grant Pre-Condition, and the Administering Institution has satisfied the remaining Grant Pre-Conditions.

(c) If:

(i) any Grant Pre-Condition is not satisfied by the Cut-Off Date; and

(ii) OCRF has not agreed, in writing, to waive that Grant Pre-Condition;

OCRF may terminate this Agreement in accordance with clause 27.3.

## 3 Term of this Agreement

### 3.1 Initial Term

Subject to clauses 3.2 and 27, this Agreement will commence on the Effective Date and continue until the End Date (the ***Initial Term***).

### 3.2 Extension Term

(a) The Administering Institution may apply to extend the duration of this Agreement (without any additional funding from OCRF) for up to 12 months. Any such application must be made in writing to OCRF at least at least 60 Business Days before the end of the Initial Term and must contain:

(i) the proposed extension period;

(ii) the reason for requesting the extension; and

(iii) any other information requested by OCRF (the ***Extension Proposal***).

(b) OCRF may decide, in its sole discretion, whether or not to extend this Agreement and if it does decide to extend this Agreement, it may decide to do so for a lesser period than that stipulated in the Extension Proposal and may make its agreement subject to conditions.

(c) OCRF must notify the Administering Institution of its decision pursuant to clause 3.2(b) in writing.

(d) If OCRF notifies the Administering Institution pursuant to clause 3.2(c) that it has agreed to extend this Agreement, the Administering Institution must enter into an amendment deed in the form provided by OCRF to effect the extension.

## 4 No Funding from the Tobacco Industry

(a) The Administering Institution warrants and agrees that at the time of entry into this Agreement and throughout the Initial Term and any Extension Term, neither the Administering Institution nor any of its Research Personnel is or will be an applicant for, or a recipient of funds or other assistance from:

(i) any member of, or organisation associated with, the tobacco industry (including any entity notified in writing by OCRF); or

(ii) the Smoking and Health Research Foundation of Australia,

(each a ***Tobacco Entity***),

regardless of whether the funds are received directly or indirectly, or where applicable, through a particular faculty or school of the Administering Institution or by any other means, or whether for health related research, projects or services (wherever in the institution or entity such research or projects may be undertaken or services provided or supported).

(b) The Administering Institution must immediately notify OCRF if, at any stage during the Initial Term or any Extension Term, the Administering Institution or any Research Personnel becomes aware that it is applying for, or receiving, funding or other assistance from a Tobacco Entity in breach of clause 4(a).

(c) If OCRF receives a notice pursuant to clause 4(b) or otherwise becomes aware of the Administering Institution or any Research Personnel is applying for, or receiving, funding or other assistance from any Tobacco Entity, OCRF may terminate payments under the Grant and terminate this Agreement in accordance with clause 27.1. OCRF will have no liability to the Administering Institution in relation to any such termination of payments or termination of this Agreement.

## 5 Performance of Project

In consideration for the payment of the Grant by the OCRF in accordance with clause 6, the Administering Institution must:

(a) carry out the Project:

(i) at the premises of the Administering Institution in the Country;

(ii) within the Initial Term or, if applicable, any Extension Term; and

(iii) in accordance with the Project Timeline;

(b) achieve the Project Deliverables;

(c) notify OCRF of any expected or actual delay in meeting the Project Timeline or achieving the Project Deliverables within 10 Business Days of becoming aware of such delay or expected delay;

(d) provide the Lead Chief Investigator and Research Personnel with all the necessary facilities and services to conduct the Project;

(e) use its best endeavours to perform, and ensure that all of its Research Personnel perform, the Project with due care and skill and in accordance with:

(i) this Agreement;

(ii) the Guidelines;

(iii) the Application;

(iv) all applicable laws;

(v) all relevant notifications and approvals, including Institutional Approvals, necessary for the lawful conduct of the Project;

(vi) the Industry Standards; and

(vii) all reasonable directions of OCRF;

(f) obtain and keep current all relevant notifications and approvals, including Institutional Approvals, necessary for the lawful conduct of the Project. Without limiting OCRF's rights and remedies, the Administering Institution must notify OCRF as soon as reasonably possible and, in any event, no later than 10 Business Days after any such notification or approval is withdrawn or not renewed; and

(g) have in place and apply policies and procedures for best practice in respect of the:

(i) management of public funds, including the conduct of regular independent audits and the maintenance of accounts and records in accordance with clause 20;

(ii) management of Intellectual Property, including in accordance with clause 15;

(iii) conduct of research; and

(iv) confidentiality and security measures, at least to a standard sufficient to comply with clause 16 and otherwise prevent unauthorised access to all Premises and all documents, including laboratory notebooks and other documentation, laptop computers, details of experiments, information technology, hardware and software, associated with any part of the Project.

## 6 Payment of Grant

(a) The Administering Institution may, one month before the start of each Quarter, issue OCRF a valid itemised Tax Invoice for the proportion of the Approved Costs which the Administering Institution will incur in that Quarter.

(b) Subject to clauses 4(c), 6(c), 21.3(b), 21.3(c), OCRF will pay to the Administering Institution the total amount stipulated in a Tax Invoice issued in accordance with clause 6(a), within one month of receiving the invoice.

(c) OCRF may defer, reduce or not make a payment of any Tax Invoice or any part of a Tax Invoice if:

(i) any item on the Tax Invoice is not an Approved Cost;

(ii) any item on the Tax Invoice is for an expense for which the use of the Grant is prohibited under clause 7;

(iii) the Tax Invoice is not itemised or does not contain sufficient detail for OCRF to understand to what Approved Costs the requested payment relates;

(iv) the Administering Institution has not complied with its obligations under this Agreement, including financial reporting requirements set out in clause 21; or

(v) OCRF has agreed to the Administering Institution or any of its Research Personnel accepting funding from a third party in accordance with clause 10(c).

## 7 Use of Grant Moneys

(a) The Administering Institution acknowledges and agrees that:

(i) it must only use, and permit Research Personnel to use, the Grant for the Approved Costs associated with the Project and for no other purpose, project or research;

(ii) without limiting clause 7(a)(i), it is responsible for the overhead and operating expenses of the Administering Institution as required to support the Project and must not use any part of the Grant, other than the Research Personnel Overhead Costs, to cover any overhead costs or other expenses of the Research Personnel or the Administering Institution;

(iii) without limiting clause 7(a)(i), it may use the Grant for the purchase equipment which will be used in the Project if that equipment is an Approved Cost;

(iv) without limiting clause 7(a)(i), it may use the Grant for the maintenance of equipment which is used in the Project if such maintenance is an Approved Cost;

(v) without limiting clause 7(a)(i), OCRF is not responsible for:

(A) any remuneration or other benefits including salary, wages, incentives, leave loading, non-monetary benefits and other entitlements or conditions of service (however arising) of the Research Personnel;

(B) any income tax and payroll tax payable under any statute imposing any liability for taxation in respect of the Administering Institution or Research Personnel; or

(C) any superannuation contributions payable on behalf of Research Personnel to discharge the Administering Institution's obligations under law, including under the *Superannuation Guarantee (Administration) Act 1992* (Cth),

(the ***Research Personnel Obligations***), except the Grant. The Administering Institution is responsible for and must provide all Research Personnel Obligations payable or due in respect of the Research Personnel.

(b) The Administering Institution acknowledges and agrees that it is solely responsible for administration of the Grant, including distribution of the Grant to the Research Personnel, and, without limiting any clause of this Agreement, accepts full financial responsibility for the Grant.

## 8 Goods and Services Tax

(a) If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the ***GST Amount***). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. If a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 10 Business Days of the receipt of a tax invoice. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

(b) Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

(c) If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

(d) Any reference in this Agreement to value, sales, revenue or a similar amount (***Revenue***) is a reference to that Revenue exclusive of GST.

(e) Any reference in this Agreement to a cost, expense or other similar amount (***Cost***) is a reference to that Cost exclusive of GST.

(f) The Administering Institution warrants that at the date of this Agreement it is registered for GST and it will notify OCRF if it ceases to be registered.

(g) OCRF warrants that at the date of this agreement it is registered for GST and it will notify the Administering Institution if it ceases to be registered.

(h) Unless the context requires otherwise, words and phrases used in this clause 8 that have a specific meaning in the GST law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) shall have the same meaning in this clause.

## 9 Refund of Unused Grant Moneys to OCRF

If this Agreement expires or is terminated before the Project is complete, or the Project is completed without the expenditure of the entire Grant, the Administering Institution must:

(a) notify OCRF of the amount of any unspent or uncommitted funds from the Grant within 20 Business Days of the expiration or termination of this Agreement or the completion of the Project; and

(b) return all remaining funds from the Grant to OCRF within 20 Business Days of providing notice to OCRF under clause 9(a).

## 10 Accepting Funds from Third Parties

(a) Before an Administering Institution or any of its Research Personnel accepts funding from a third party for the Project, or for research similar to any aspect of the Project, during the Initial Term or any Extension Term, the Administering Institution must:

(i) provide OCRF with a Report pursuant to clause 21.2; and

(ii) obtain OCRF's approval, which may not be unreasonably withheld.

Circumstances in which it will be reasonable for OCRF to withhold its approval include where the third party is not a solvent or reputable institution.

(b) If OCRF does not approve the Administering Institution or any of its Research Personnel accepting funding from the third party in accordance with clause 10(a)(ii), the Administering Institution must not, or must procure that the relevant Research Personnel do not, accept funding from that third party.

(c) If OCRF approves the Administering Institution or any of its Research Personnel accepting funding from the third party in accordance with clause 10(a)(ii), OCRF may, in its sole discretion, reduce the Grant and the parties will enter into a deed to amend Schedule 3 of this Agreement accordingly.

## 11 Transfer of Grant

(a) If the Lead Chief Investigator moves to another institution, or intends to move to another institution (the ***New Administering Institution***), the Administering Institution acknowledges that, in accordance with item 6 of the undertaking in Schedule 4, the Lead Chief Investigator may request that OCRF transfers the Grant to the New Administering Institution (a ***Transfer Request***). Following receipt of a Transfer Request and before deciding whether to grant the Transfer Request, OCRF will discuss the Transfer Request with the Lead Chief Investigator and the Administering Institution.

(b) OCRF must notify the Administering Institution whether it approves the Transfer Request.

(c) If OCRF notifies the Administering Institution that it approves the Transfer Request, the Administering Institution:

(i) must promptly take all steps requested by OCRF to novate this Agreement to the New Administering Institution, including entering into a novation deed in the form provided by OCRF;

(ii) must provide OCRF with any reports requested in connection with the novation, including a Financial Acquittal in accordance with clause 21.2;

(iii) hereby consents to the disclosure of this Agreement to the New Administering Institution as part of this transfer process.

(d) If the Administering Institution does not comply with clause 11(c), OCRF may terminate this Agreement in accordance with clause 27.2.

## 12 Project Changes

(a) OCRF and the Administering Institution may, at any time, request a change to the Project (a ***Project Change***).

(b) If the Administering Institution requests a Project Change, it must provide to OCRF information reasonably necessary to assess the request for a Project Change, including:

(i) the reasons for the request;

(ii) the anticipated impact on the Project, including any impact on the Project Timelines and Project Deliverables; and

(iii) any other information requested by OCRF.

(c) The Administering Institution must not implement a Project Change unless OCRF agrees in writing to the Project Change and, if requested by OCRF, the Administering Institution signs any document required by OCRF to amend this Agreement.

## 13 Personnel

### 13.1 Lead Chief Investigator

(a) The Administering Institution must not remove the Lead Chief Investigator from the Project without OCRF's prior written consent.

(b) The Administering Institution warrants and must ensure that the Lead Chief Investigator:

(i) resides in the Country throughout the Initial Term and any Extension Term;

(ii) is a citizen of the Country, has resident status in the Country or has an appropriate visa to work in the Country throughout the Initial Term and any Extension Term;

(iii) has the skills, qualifications, knowledge and resources necessary to manage the Project;

(iv) actively manages the Project in accordance with this Agreement, the Guidelines and the Application; and

(v) complies with the undertaking in Schedule 4.

(c) If the Lead Chief Investigator ceases employment with the Administering Institution or is otherwise unable to continue to conduct the Project:

(i) the Administering Institution must immediately notify OCRF of that fact in writing; and

(ii) OCRF may:

(A) terminate this Agreement in accordance with clause 27.3; or

(B) vary this Agreement, in OCRF's sole discretion, in such a way as to enable the Project to continue.

### 13.2 Chief Investigators and other Research Personnel

(a) The Administering Institution warrants, and must ensure that:

(i) at least half of the Chief Investigators:

(A) reside in the Country throughout the Initial Term and any Extension Term; and

(B) are citizens of the Country, have resident status or have an appropriate visa to work in the Country throughout the Initial Term and any Extension Term; and

(ii) all the Chief Investigators have the skills, qualifications, knowledge and resources necessary to conduct the Project.

(b) The Administering Institution must:

(i) ensure that all Research Personnel are available to conduct the Project during the Initial Term and any Extension Term; and

(ii) if any person who is a Research Personnel becomes unavailable to conduct the Project during the Initial Term or any Extension Term, including because he or she has resigned, is terminated or has applied for leave for a period exceeding one month:

(A) promptly notify OCRF of

(1) that fact;

(2) how the Administering Institution intends to manage the absence of that person; and

(3) the impact of the absence on the Administering Institutions' budget and reliance on the Grant; and

(B) within 20 Business Days of giving OCRF the notice referred to in clause 13.2(b)(ii)(A), replace that person with another person with the required expertise and who is acceptable to OCRF.

(c) If OCRF has reasonable grounds to believe that any person who is a Research Personnel (an ***Identified Person***) is not performing his or her part of the Project or is negatively impacting the conduct of the Project, OCRF may notify the Administering Institution and the parties must discuss in good faith the changes needed to address OCRF's concerns.

(d) If, after 20 Business Days from the Administering Institution's receipt of the notice referred to in clause 13.2(c), OCRF gives a further notice to the Administering Institution that its concerns with the Identified Person have not been resolved to its reasonable satisfaction, the Administering Institution must remove that person from the Project and replace the person, in a way which minimises interruption to the Project, with another person acceptable to OCRF.

### 13.3 Relationship of parties

(a) The Administering Institution is engaged by OCRF as an independent contractor.

(b) Nothing in this Agreement constitutes or deems the Administering Institution or any person who is a Research Personnel to be an employee, agent, partner, joint venture partner or trustee of OCRF.

(c) The Administering Institution warrants that it will at all times comply with all laws, regulations, and the terms and conditions of engagement that apply to the engagement of each person who is a Research Personnel, including, without limitation, immigration laws, employment laws, applicable modern awards or enterprise agreements, and work health and safety laws.

## 14 Ownership of Property

(a) Subject to clause 14(b), the Administering Institution will own all Property.

(b) If OCRF terminates this Agreement in accordance with clause 27 (excluding clause 27.5), the Administering Institution must transfer all ownership of the Property, including physically delivering the Property, to OCRF.

## 15 Intellectual Property

### 15.1 Project IP

(a) As between the Administering Institution and OCRF, the Administering Institution will own the Project IP subject to any assignment to the OCRF pursuant to clause 15.3(b).

(b) The Administering Institution must notify OCRF of all Project IP within a reasonable period of time after that Project IP is created.

### 15.2 Commercial IP

(a) Within 20 Business Days of the Administering Institution becoming aware of any Commercial IP, the Administering Institution must notify OCRF of that Commercial IP, including how that Commercial IP may be commercialised and the expected costs and sales in relation to such commercialisation.

(b) Before commercialising any Commercial IP, including entering into any discussions or negotiations with any third party regarding commercialising that Commercial IP, the Administering Institution must:

(i) notify OCRF; and

(ii) ensure that it obtains any relevant assignments, licences and consents (including moral rights consents) to ensure it, any third party and OCRF can commercialise the Commercial IP as proposed without infringing any third party rights.

(c) The Administering Institution must keep OCRF informed on a regular basis (no less than every six months) of the progress of the commercialisation of any Commercial IP, including providing OCRF with advance notice of any planned launch of a product or process.

(d) In relation to any commercialisation of Commercial IP, the Administering Institution must:

(i) as between OCRF and the Administering Institution, pay all Commercialisation Costs;

(ii) ensure that any Commercial IP is commercialised for the public benefit and is made accessible to the public at a reasonable cost, including ensuring that access to the Commercial IP is affordable by public health institutions and not-for-profit health organisations for general use; and

(iii) pay the Royalty to OCRF until such time as OCRF has received an amount equal to five times the total amount of the Grant.

### 15.3 Protecting Intellectual Property

(a) The Administering Institution must:

(i) during the Initial Term or any Extension Term (as applicable), use best endeavours to register all registrable Project IP and maintain the registration of any registered Project IP, including not disclosing the Project IP in a manner that would prevent a patent being obtained for the Project IP; and

(ii) use best endeavours to register all registrable Commercial IP, and any improvements made to any Commercial IP after the Initial Term or any Extension Term (as applicable) (***Improvements***) and maintain the registration of any registered Commercial IP and any registered Improvements, including not disclosing Commercial IP or any Improvement in a manner that would prevent a patent being obtained for Commercial IP or an Improvement.

(b) If, during the Initial Term or any Extension Term, the Administering Institution decides not to register any registrable Project IP, or maintain the registration of any registered Project IP, it must:

(i) notify OCRF of the Administering Institution's decision at least 40 Business Days before any date of publication or any critical date for the registration or maintenance of the registration of any registrable Project IP; and

(ii) upon request of OCRF, assign that Project IP to OCRF at no cost and free of any encumbrances or royalty obligations.

(c) If after the Initial Term or any Extension Term (as applicable), the Administering Institution decides not to register any registrable Commercial IP or registrable Improvement, or maintain the registration of any registered Commercial IP or registered Improvement, it must:

(i) notify OCRF of the Administering Institution's decision at least 40 Business Days before any date of publication or any critical date for the registration or maintenance of the registration of any such Commercial IP or Improvement; and

(ii) upon request of OCRF, assign that Commercial IP or Improvement to OCRF at no cost and free of any encumbrances or royalty obligations.

(d) If OCRF terminates this Agreement pursuant to clause 27.1, 27.2, 27.3 or 27.4, the Administering Institution must:

(i) assign all Project IP to OCRF at no cost and free of any encumbrances or royalty obligations; and

(ii) use its best endeavours to transfer the Project to any other institution nominated by OCRF.

(e) If OCRF takes an assignment of Project IP pursuant to clause 15.3(b) or an assignment of Commercial IP or an Improvement pursuant to clause 15.3(c), the Administering Institution must cooperate fully with OCRF with respect to the assignment, including delaying publication of an invention where that is required to enable OCRF to apply for a patent for the Project IP, Commercial IP or Improvement (as applicable) signing an assignment deed in the form provided by OCRF and procuring any moral rights consents from any authors of works embodying the Project IP, Commercial IP or Improvement (as applicable) in the form requested by OCRF.

(f) If OCRF takes an assignment of Intellectual Property rights under clause 15.3(b) or clause 15.3(c), OCRF undertakes to adhere to the Administering Institution's patent policy in relation to the rights of inventors.

### 15.4 Trade Marks

(a) The Administering Institution must obtain OCRF's written consent before using any OCRF Trade Mark, including in any media announcements or other acknowledgment of OCRF pursuant to clause 22. Any use of OCRF Trade Marks by the Administering Institution must be in the form specified by OCRF and in accordance with the OCRF style

guide and trade mark guidelines notified to the Administering Institution by OCRF as amended from time to time.

(b) OCRF must obtain the Administering Institution's consent before using any Administering Institution Trade Mark. Any use of the Administering Institution Trade Marks by OCRF must be in the form specified by the Administering Institution and in accordance with any style guide and trade mark guidelines notified to OCRF by the Administering Institution as amended from time to time.

## 16 Confidentiality

(a) The Administering Institution must not disclose, and must use its best endeavours to prevent the disclosure of, any Confidential Information.

(b) The Administering Institution may disclose Confidential Information to its employees who need to know it for the purposes of conducting the Project. The Administering Institution must procure that all its employees to whom any such information is disclosed must make no disclosure of that information except on a confidential basis to other employees of the Administering Institution who need to know it for the purposes of the Project.

(c) Clauses 16(a) and (b) do not apply to:

(i) information after it becomes known to the public at large other than as a direct or indirect a consequence of any disclosure of that information by the Administering Institution or any of its employees contrary to this clause 16;

(ii) the disclosure of information to legal advisers of the Administering Institution whose duties in relation to the Administering Institution require the disclosure;

(iii) the disclosure of information by the Administering Institution after having received that information from a third person (not being a person relying on an authorisation from OCRF) legally entitled to possess such information and provide it to that party, where such disclosure accords with the rights or permission lawfully granted to that party by that third person; or

(iv) the disclosure of information by the Administering Institution to the extent necessary to comply with any applicable law or legally binding order of any court or other appropriate body, provided that the Administering Institution first gives notice to OCRF of the proposed disclosure (including details of the information to be disclosed and the circumstances of the proposed disclosure).

(d) The Administering Institution must (to the maximum extent permitted by law) give OCRF a reasonable opportunity to challenge a court or other appropriate body as to whether such proposed disclosure is in accordance with clause 16(c)(iv) and to challenge the obligation of the Administering Institution to make that disclosure, and also to secure an order or other ruling (for example, that such disclosure should only be made on a confidential basis) to protect or preserve the confidentiality of the relevant information.

## 17 Privacy

(a) The Administering Institution must handle and protect, and must procure that its Research Personnel handle and protect, all Personal Information collected or used in connection with the Project in accordance with the *Privacy Act 1998* (Cth), the *Health Records Act 2001* (Victoria) and any other statute which applies in the circumstances (***Privacy Laws***) and will only disclose or use such Personal Information with the permission of the individual to whom it relates or where the Privacy Laws otherwise allow such disclosure or use.

(b) The Administering Institution warrants that each individual named in the Application has consented to the information supplied by them as part of the Application being disclosed or used for any purpose connected with:

(i) assessing the Application; and

(ii) the conduct of the Project,

and such disclosure may include disclosure to members of the Scientific Advisory Committee, members of the Board, independent assessors requested to provide advice by OCRF, and employees, advisers and agents of OCRF, including employees and agents located outside Australia.

## 18 Indemnity

(a) Subject to clause 18(b), the Administering Institution indemnifies OCRF (including OCRF's members of the Board, officers, employees and agents) against all damages, losses, costs and expenses (including the costs of defending or settling any action, claim or demand) incurred by OCRF arising out of any breach of this Agreement or any negligent act or omission of the Administering Institution or any of the Research Personnel in connection with this Agreement.

(b) The Administering Institution shall not be liable for or to the extent that such loss or damage arises as a result of the negligence, fraud, wilful misconduct or wrongful act of OCRF or its officers, agents and contractors.

(c) Neither party shall be liable to the other for any indirect or consequential damage or losses.

## 19 Insurance

The Administering Institution must, for as long as it is bound to perform any obligations in connection with this Agreement:

(a) effect and maintain workers' compensation insurance as required by law;

(b) effect and maintain third party risk insurance policies to cover all the obligations of the Administering Institution under this Agreement for amounts reasonably required by OCRF;

(c) effect and maintain public liability insurance to cover its conduct of the Project for an amount of not less than $10 million;

(d) effect and maintain professional indemnity insurance to cover the conduct of the Project for an amount of not less than $2 million; and

(e) upon request, provide proof of such insurance to OCRF.

## 20 Accounts and Records

(a) In conducting the Project, the Administering Institution must keep and maintain complete, accurate and proper accounts and records, including financial accounts and records, in relation to:

(i) the use of the Grant;

(ii) the conduct of the Project;

(iii) all Project IP and any Background IP used in the Project; and

(iv) any Net Revenue.

(b) The financial accounts and records must be sufficient:

(i) to enable OCRF to identify all expenditure of the Grant;

(ii) to enable OCRF to identify how any Net Revenue and any payments pursuant to clause 15.2(d)(iii) were calculated;

(iii) for the preparation of financial statements in accordance with Australian Accounting Standards;

(iv) for the audit of those accounts and records in accordance with Australian Auditing Standards and generally accepted auditing practice; and

(v) to enable the Administering Institution to prepare the Reports in accordance with clause 21.

(c) The Administering Institution must provide copies of such accounts and records to OCRF, or OCRF's auditors, at OCRF's request.

## 21 Reporting Requirements

### 21.1 Progress reporting

(a) The Administering institution must prepare and provide to OCRF the following reports, incorporating the details set out in the second column and at the times specified in the third column.

| Report | Content | When Required |
|---|---|---|
| Annual Progress Report | Details of the matters set out in the OCRF Report Form (or any other form notified by OCRF), including details of the progress of the Project in the preceding year, including achievement of, or progress in achieving Project Deliverables, whether Project Timelines are being met, any delays, any technical problems and any publications. | End of each year (or upon notice by OCRF) |
| Final Progress Report | Details of the outcome of the Project, including whether the overall aims and Project Deliverables have been met, any publications, whether any Commercial IP has been commercialised and if so, details of such commercialisation and Net Revenue to date and any other information reasonably requested by OCRF. | The earlier of one month after the end of: (a) the Initial Term or, if applicable, any Extension Term; or (b) the completion of the Project. |
| Follow-up Report | Details of any publications published since the Final Progress Report and any further funding awarded to the Administering Institution as a result of the Project or the data produced by the Project. | The earlier of 18 months after the end of: (a) the Initial Term or, if applicable, any Extension Term; or (b) the completion of the Project. |

| Report | Content | When Required |
|---|---|---|
| Interim Reports by Lead Chief Investigators | Details of the use of the Grant and the progress of the Project. This will be presented to the Board or any sub-committees of OCRF. | As and when reasonable notice is given by OCRF. |
| Other Reports | Any other information reasonably requested by OCRF. | As and when reasonable notice is given by OCRF. |

(b) OCRF may, upon giving notice to the Administering Institution, change the content or timing of the Reports in clause 21.1(a).

### 21.2 Financial reporting

(a) The Administering institution must prepare and provide to OCRF the following reports, incorporating the details set out in the second column and at the times specified in the third column.

| Report | Content | When Required |
|---|---|---|
| Annual Financial Report | Details of the total Grant money received from OCRF, and the expenditure of that money, in the preceding year.<br>A certification by the chief financial officer of the Administering Institution or their delegate that the financial statement is complete and accurate and that the Grant has been expended in accordance with this Agreement. | End of each year |
| Financial Acquittal | A financial statement in the form notified by OCRF specifying the total amount of the Grant received by, and expended by, the Administering Institution.<br>A certification by the chief financial officer of the Administering Institution or their delegate that the financial statement is complete and accurate and that the Grant has been expended in accordance with this Agreement.<br>The total amount of funding received by the Administering Institution from third parties in relation to the Project. | The earlier of the end of:<br>(a) the Initial Term or, if applicable, any Extension Term; or<br>(b) the completion of the Project. |
| Reports of Funding from Third Parties | Details of any funding the Administering Institution or any of its Research Personnel intends to accept from a third party for the Project, or for research similar to any aspect of the Project, during the Initial Term or any Extension Term. | At least 10 Business Days prior to the date by which the Administering Institution, or any of its Research Personnel, needs to notify the third party whether it accepts the funding. |

| Report | Content | When Required |
|---|---|---|
| Other Financial Reports | Any other financial information reasonably requested by OCRF. | As and when reasonable notice is given by OCRF. |

(b) OCRF may change the content or timing of the Reports in clause 21.2(a).

### 21.3 Failure to submit Reports or satisfactory Reports

(a) If OCRF deems, in its sole discretion, that any Report does not include all the required information, OCRF may:

(i) notify the Administering Institution that it has rejected the Report, including its reasons for the rejection; and

(ii) require the Administering Institution to submit a revised Report, within a specified timeframe, which addresses the deficiencies notified by OCRF.

(b) OCRF may suspend payments of the Grant until OCRF receives a revised Report which addresses the deficiencies notified by OCRF and OCRF has notified the Administering Institution that the Report is acceptable to OCRF.

(c) OCRF may suspend or terminate payments under the Grant if:

(i) a Report is not submitted on time;

(ii) an Annual Progress Report demonstrates that progress of the Project is, in the OCRF's view, unsatisfactory; or

(iii) an Annual Financial Report demonstrates that over 50 percent of the funding provided by OCRF to the Administering Institution as at the date of the Report has been unspent.

## 22 Acknowledgement of OCRF Support & Engagement

### 22.1 Publications, Media and Communications

(a) The Administering Institution must, in accordance with this clause 22.1, acknowledge OCRF as a funding source in all publications relating to the Project, including:

(i) journal articles;

(ii) books;

(iii) media releases or public announcements;

(iv) presentations;

(v) posters, including posters displayed at conferences;

(vi) institutional and other reports;

(vii) newspaper or magazine articles;

(viii) online articles; and

(ix) advertisements or promotions.

(b) The acknowledgement of OCRF pursuant to clause 22.1(a) must:

(i) be clear, prominent and unambiguous;

(ii) use OCRF’s preferred statement of acknowledgement: ‘This research / Project / Infrastructure was supported by a grant from the Ovarian Cancer Research

Foundation' or such other statement as notified by OCRF and any other wording reasonably required by OCRF;

(iii) where the publication is in written form, use OCRF's Trade Marks in accordance with clause 15.4;

(iv) be in accordance with OCRF's reasonable directions.

(c) Prior to publishing any media release or other public announcement relating to the Project, the Administering Institution must obtain the written consent of OCRF to the Administering Institution making the announcement and the content of the announcement.

### 22.2 Participation of Chief Investigators and Personnel

The Administering Institution must procure that all Research Personnel participate in media or other publicity events in connection with the Project as reasonably requested by OCRF during the Initial Term and any Extension Term and for a period of one year following the Initial Term or, if applicable, any Extension Term or such other period as agreed in writing by OCRF and the Administering Institution. Such requests may include:

(a) presentations to or discussions with OCRF corporate partners and supporters;

(b) laboratory tours;

(c) symposiums with OCRF-funded researchers; and

(d) fundraising events, including Silver Style and Frocktober.

### 22.3 Use of Project title and names of Research Personnel

The Administering Institution consents, and will procure the consent of the Research Personnel, to the OCRF publishing the title of the Project the lay description of the Project set out in the Application and the names, qualifications, and a description of the expertise of, the Research Personnel in the OCRF annual report, on the OCRF website and in any other OCRF promotional, fundraising or informational material.

## 23 Access

### 23.1 Progress of Project

Upon the reasonable request by OCRF:

(a) during the Initial Term and, if applicable, any Extension Term; and

(b) for two years from the earlier of the end of the Initial Term or, if applicable, any Extension Term, or the completion of the Project,

the Administering Institution must grant OCRF and OCRF's representatives access to the Premises for the purposes of assessing the progress of the Project.

### 23.2 Promotion and visits by donors

(a) With the Administering Institution's consent, which must not be unreasonably withheld, OCRF's representatives and third parties, including OCRF's donors and supporters, may access the Premises, when reasonably requested by OCRF, for OCRF's promotional and fundraising purposes.

(b) The Administering Institution agrees that it will not arrange private visits for OCRF's donors and supporters without OCRF's prior consent and that an OCRF representative may participate in any such visit.

## 24 Non-solicitation of OCRF donors and supporters

(a) The Administering Institution must not to solicit, and must ensure its Research Personnel do not solicit, additional funding directly from OCRF donors or supporters.

(b) The Administering Institution must notify OCRF as soon as practicable if the Administering Institution is, or any of its Research Personnel is, contacted by an OCRF donor or supporter about an additional funding opportunity.

(c) If the Administering Institution breaches this clause 24, OCRF may terminate this Agreement in accordance with clause 27.2.

## 25 Non-disparagement of OCRF

(a) The Administering Institution must not, and must ensure its Research Personnel do not, engage in any conduct or make any statement which, in the opinion of OCRF, brings the good name and reputation of OCRF into disrepute, including:

(i) making disparaging comments about OCRF's funding commitments to the Project being limited to the Grant;

(ii) making disparaging comments about OCRF's decisions to fund (or not fund) other projects, including projects conducted by the Administering Institution or Research Personnel; and

(iii) making any other disparaging or inaccurate comments or remarks regarding OCRF funding decisions or sources of funding.

(b) If the Administering Institution breaches its obligations under this clause, the OCRF may immediately terminate this Agreement in accordance with clause 27.1.

## 26 Dispute Resolution

(a) Subject to clauses 26(b) and 26(c), if any party to this Agreement believes that:

(i) the other party has breached this Agreement; or

(ii) it may not be able to fulfil any or all of its obligations under this Agreement,

the party must immediately notify the other party and each party must follow the dispute resolution process in clauses 26(d) to 26(g).

(b) If OCRF is entitled to immediately terminate this Agreement pursuant to clause 27.1, OCRF does not have to follow the dispute resolution process in this clause 26 (although it may elect to do so) and may instead terminate this Agreement in accordance with clause 27.1.

(c) This clause does not apply if OCRF terminates this Agreement pursuant to clause 27.5.

(d) Within 10 Business Days after a party gives a notice under clause 25(a) (***Trigger Date***), the parties must arrange discussions with each other.

(e) If discussion fails to resolve the issue within 15 Business Days after the Trigger Date, either party may, within 20 Business Days after the Trigger Date, give notice to the other party, which states:

(i) the party's understanding of the dispute;

(ii) that the discussions failed to resolve the issue to the satisfaction of that party;

(iii) the action that party wishes to take (such action being reasonable and commensurate with the scale and consequences of the breach alleged); and

(iv) a specified date (not less than 30 Business Days after the Trigger Date) on which that action will be taken.

(f) Following receipt of this notice, either party may refer the dispute to the CEO who will convene a meeting with a view to resolving the dispute.

(g) If the dispute remains unresolved following that meeting, the CEO will determine the matter.

## 27 Termination

### 27.1 Immediate termination

OCRF may immediately terminate this Agreement by notice to the Administering institution if:

(a) the Administering Institution is in breach of clause 4 (No funding from the Tobacco Industry);

(b) the Administering Institution is in breach of clause 25 (Non-disparagement of OCRF); or

(c) the Administering Institution experiences an Insolvency Event or OCRF considers that the Administering Institution may experience an Insolvency Event.

### 27.2 Termination for breach

OCRF may terminate this Agreement if:

(a) the Administering Institution is in breach of this Agreement (other than a breach listed in clause 27.1);

(b) after receiving notice of that breach from OCRF, the breach is not remedied within 10 Business Days (or if the breach was remedied, it was repeated after receiving the notice); and

(c) the breach is not the subject of the dispute resolution process as set out in clause 26 at the time of termination.

### 27.3 Termination on 10 Business Days' notice

OCRF may terminate this Agreement on 10 Business Days' notice to the Administering Institution if:

(a) the Administering Institution does not satisfy a Grant Pre-Condition by the Cut-Off Date and OCRF has not agreed, in writing, to waive that Grant Pre-Condition;

(b) the Lead Chief Investigator ceases employment with the Administering Institution or is otherwise unable to continue to conduct the Project;

(c) an Annual Progress Report or other Report required under clause 21.1(a) demonstrates that the progress of the Project is, in the reasonable opinion of OCRF, unsatisfactory;

(d) in the reasonable opinion of OCRF, the Project is not being carried out with competence, diligence or scientific honesty or in accordance with any relevant directions of the Human Research Ethics Committees of the NHMRC, Institutional Approvals or any other requirement under clause 5 of this Agreement; or

(e) in the reasonable opinion of OCRF, the reputation of the Administering Institution is in disrepute or the actions of the Administering Institution are such that the Administering Institution's reputation is likely to be brought into disrepute.

### 27.4 Termination on two months' notice

OCRF may terminate this Agreement on two months' notice to the Administering Institution if OCRF reasonably considers that the Project is no longer viable and the parties are unable to agree on any variation to the Project to make it viable. OCRF must consult with the Administering Institution before determining whether to terminate this Agreement pursuant to this clause 27.4.

### 27.5 Termination on six months' notice

OCRF may terminate this Agreement on six months' notice if, due to circumstances unforeseen at the time of entering into this Agreement, OCRF does not have sufficient funding to continue to pay the Grant under clause 6 of this Agreement.

## 28 Survival

(a) Termination of this Agreement under clause 27 or the expiration of the Initial or, if applicable, any Extension Term of this Agreement will not affect any of the accrued rights or remedies of either party.

(b) The following clauses will survive expiration or termination of this Agreement: clauses 8, 9, 14(b), 15.2(d), 15.3(a)(ii), 15.3(c), 15.3(d), 16, 17, 18, 19, 20, 21.1(a), 21.2(a), 21.3, 22.3, 24, 25, 28 and 36.

## 29 Notice

Any notice, demand, consent or other communication (a ***Notice***) given or made under this Agreement:

(a) must be in writing and signed by the sender or an Authorised Officer of the sender (or in the case of email, set out the full name and position or title of the sender or an Authorised Officer of the sender);

(b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address in Schedule 8 or the address, fax number or email address last notified by the intended recipient to the sender;

(c) will be conclusively taken to be duly given or made:

  (i) in the case of delivery in person, when delivered;

  (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;

  (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country);

  (iv) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error; and

  (v) in the case of email, at the earliest of:

    (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

    (B) the time that the intended recipient confirms receipt of the email by reply email; and

(C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made:

(vi) in the case of delivery by hand, post or fax, at a time that is later than 5pm;

(vii) in the case of delivery by email, at a time that is later than 7pm; or

(viii) on a day that is not a Business Day,

it will be conclusively taken to have been duly given or made at the start of business on the next Business Day.

## 30 Entire Agreement

(a) This Agreement, the Application and the Guidelines contain the entire agreement between the parties with respect to their subject matter. They set out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively ***Conduct***) relied on by the parties and supersede all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

(b) In the event of any inconsistency between this Agreement, the Application and the Guidelines, this Agreement will prevail over the Guidelines and the Application and the Guidelines will prevail over the Application.

## 31 Time of the Essence

Time is of the essence of this Agreement.

## 32 Amendment

Subject to clause 13.1(c)(ii)(B), this Agreement may be amended only in writing signed by both parties.

## 33 Waiver

(a) A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

(b) Without limiting clause 33(a), the Administering Institution acknowledges and agrees that any consent or approval by OCRF under this Agreement is given by OCRF subject to compliance by the Administering Institution with this Agreement and does not constitute in any way a waiver of any of the Administering Institution's obligations under this Agreement.

## 34 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.

## 35 Costs and Duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement. All duty (including stamp duty and any fines, penalties and interest) payable on or in connection with this Agreement and any instrument executed under or any transaction evidenced by this Agreement must be borne equally by the parties.

## 36 Governing Law and Jurisdiction

This Agreement is governed by the laws of Victoria, Australia. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

## 37 Counterparts

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

## 38 No Agency or Partnership

Nothing in this Agreement is to be construed as constituting an agency, partnership, joint venture, or any other form of association between the parties in which one party may be liable for the acts or omissions of any other party. No party has the authority to incur any obligation or make any representation or warranty on behalf of, or to pledge the credit of, any other party.

## Schedule 1

## Project (clauses 2, 3, 5, 13, 15.2 and 21)

### 1 Description of Project

[insert from Application]

### 2 Project Deliverables

[insert from Application]

### 3 Project Timeline

[insert from Application]

### 4 Cut-Off Date

[insert date for purposes of clause 3].

### 5 Effective Date

[insert start date of Agreement]

### 6 End Date

[insert end date of Agreement]

### 7 Country

[Australia] / [New Zealand]

### 8 Royalty

[insert percentage]% of all Net Revenue received by the Administering Institution in relation to the commercialisation of Commercial IP.

## Schedule 2

## Investigators (clause 13)

### 1 Lead Chief Investigator

| **Chief Investigator** (Title, First Name & Surname) | **Institution** | **State/Country** |
|---|---|---|
| [*] | [*] | [*] |

### 2 Chief Investigators

| **Chief Investigator** (Title, First Name & Surname) | **Institution** | **State/Country** |
|---|---|---|
| [*] | [*] | [*] |
| [*] | [*] | [*] |

### 3 Associate Investigators

| **Associate Investigator(s)** (Title, First Name & Surname) | **Institution** | **State/Country** |
|---|---|---|
| [*] | [*] | [*] |
| [*] | [*] | [*] |

## Schedule 3

## Grant (clauses 6 and 7)

[***Insert items from Application as approved by OCRF***]

| | YEAR 1 | YEAR 2 | YEAR 3 | TOTAL |
|---|---|---|---|---|
| **Research Personnel (i.e. base salary costs per position)** | | | | |
| **Research Personnel Overhead Costs (25% of base salary costs per position)** | | | | |
| **Equipment** | | | | |
| **Supplies** | | | | |
| **Maintenance of equipment** | | | | |
| **Services** | | | | |
| **Other** | | | | |
| ***TOTAL*** | | | | |

## Schedule 4

## Undertaking by Lead Chief Investigator (clause 2)

This deed poll is made on the.....day of ....., 20..... by

[**insert name**] (the **Lead Chief Investigator**) of [**insert address**].

**In Favour of:** Ovarian Cancer Research Foundation Inc. ARBN 130 949 834 (**OCRF**).

### RECITALS

1. The Lead Chief Investigator has been named in the Application.
2. This Application resulted in an agreement between OCRF and the Administering Institution, which is annexed to this undertaking (the **Agreement**).

### UNDERTAKING

### 1 Compliance with the Agreement

The Lead Chief Investigator undertakes to comply with the obligations and negative covenants of the Administering Institution in the Agreement, the Guidelines and the Application as if those obligations and covenants were directly imposed on the Lead Chief Investigator.

### 2 Ability to conduct the Project

The Lead Chief Investigator undertakes that the Lead Chief Investigator:

(a) will reside in the Country throughout the Initial Term and any Extension Term;

(b) is a citizen of the Country, has resident status in the Country or with have an appropriate visa to work in the Country throughout the Initial Term and any Extension Term;

(c) has the skills, qualifications and knowledge necessary to manage the Project; and

(d) will actively manage the Project in accordance with the Agreement, the Guidelines and the Application.

### 3 Requests to OCRF

The Lead Chief Investigator undertakes that, in submitting any Extension Proposal pursuant to clause 3.2, requesting any Project Change pursuant to clause 12 or (with the exception of a Transfer Request) making any other requests to OCRF in relation to the Project, the Lead Chief Investigator will act with the authority of the Administering Institution.

### 4 Intellectual Property

The Chief Lead Investigator undertakes that, to the extent that the Lead Chief Investigator holds any right, title or interest in any Background IP or Project IP, the Lead Chief Investigator will take all steps necessary to ensure that the Administering Institution has the rights necessary to:

(a) use the Background IP and the Project IP for the purpose of conducting the Project; and

(b) commercialise any Commercial IP,

as set out in clause 15 of the Agreement including, where necessary, assigning or licensing its right, title and interest in any such Background IP or Project IP to the Administering Institution at no cost.

## 5 Warranty in relation to Tobacco Funding

The Chief Lead Investigator warrants and undertakes that at the time of entry into this deed poll and throughout the Initial Term and, if applicable, any Extension Term, the Lead Chief Investigator is not an applicant and will not be an applicant for, or a recipient of funds from, or an employee or an employer of an entity that is an applicant for, or a recipient of funds from, a Tobacco Entity regardless of whether the funds are received directly or indirectly or where applicable, through a particular faculty or school of the Administering Institution or by any other means, or whether for health related research, projects or services (wherever in the institution or entity such research or projects may be undertaken or services provided or supported).

## 6 Transfer of Grants

(a) If the Lead Chief Investigator moves, or intends to move, to a New Administering Institution, the Lead Chief Investigator may submit a Transfer Request to OCRF. Following receipt of a Transfer Request and before deciding whether to grant the Transfer Request, OCRF will discuss the Transfer Request with the Lead Chief Investigator and the Administering Institution in accordance with clause 10 of the Agreement.

(b) OCRF will decide it its sole discretion whether or not to approve the Transfer Request and will notify the Administering Institution in accordance with clause 10 of the Agreement.

(c) If OCRF approves the Transfer Request, the Lead Chief Investigator will cooperate with OCRF and the Administering Institution to novate the Agreement, and provide OCRF with any reports requested by OCRF, in accordance with clause 10 of the Agreement.

## 7 Undertaking not to sue

The Lead Chief Investigator undertakes not to claim, sue or take any action against OCRF in respect of the Grant, including in relation to payment of the Grant in accordance with the terms of the Agreement.

## 8 Consent to disclosure

The Lead Chief Investigator consents to OCRF publishing the title and the lay description of the Project set out in the Application, the Lead Chief Investigator's and other Research Personnel's names and a description of the Lead Chief Investigator's and other Research Personnel's qualifications and expertise in the OCRF annual report, on the OCRF website and in any other OCRF promotional, fundraising or informational material.

## 9 Defined terms

All defined terms in this deed poll have the meaning given to them in the Agreement.

**Executed and delivered as a deed poll on the date set out at the commencement of this deed poll**

**Signed Sealed and Delivered** by **[insert Lead Chief Investigator's name]** in the presence of:

| | |
|---|---|
| Witness Signature | Lead Chief Investigator Signature |
| Print Name | |

## Schedule 5

### OCRF Trade Marks (clause 15.4(a))

| Trade Mark | Application/registration number | Status | Owner |
|---|---|---|---|
|  | 1582383 | Registered | OCRF |
| RESEARCH IS THE ANSWER | 1580352 | Registered | OCRF |
| BRAVE IS BEAUTIFUL | 1602871 | Registered | OCRF |
| FROCKTOBER | 1324934 | Registered | OCRF |
| WHITE SHIRT DAY | 1396348 | Registered | OCRF |

## Schedule 6

### Administering Institution Trade Marks (clause 15.4(b))

| Trade Mark | Application/registration number | Status | Owner |
|---|---|---|---|
| [*] | [*] | [*] | [*] |
| [*] | [*] | [*] | [*] |

## Schedule 7

## Institutional Approvals (clauses 2 and 5)

### 1 Research involving humans

**Australia**

If the Project involves research involving humans, the Administering Institution must obtain approval from a Human Research Ethics Committee that is registered with the NHMRC (HREC).

**New Zealand**

If the Project involves research involving humans, the Administering Institution must obtain approval from either the Health and Disability Ethics Committee (HDEC) or an Institutional Human Ethics Committee. Refer to the HDEC Standard Operating Procedures to determine the appropriate committee from which to obtain approval: https://ethics.health.govt.nz/operating-procedures.

### 2 Animal experimentation

**Australia**

If the Project involves animal experimentation, the Administering Institution must obtain approval from the relevant Animal Ethics Committee.

**New Zealand**

If the Project involves animal experimentation, the Administering Institution must obtain approval from an Institutional Animal Ethics Committee.

### 3 Use of radioactive substances, ionising radiation, recombinant DNA, biohazardous material, potent teratogens or carcinogens

**Australia**

If the Project involves use of radioactive substances, ionising radiation, recombinant DNA, biohazardous material, potent teratogens or carcinogens, the Administering Institution must obtain clearance from the appropriate the Ethics Committee and Biosafety Committee of the Administering Institution.

If a Project involves the use of ionising radiation, all Research Personnel involved in the Project must hold a relevant current licence from the appropriate State or Territory authority.

**New Zealand**

If the Project involves the use of hazardous substances, the Administering Institution must comply with the *Hazardous Substances and New Organisms Act 1996* (which includes applying for approvals from the Environmental Protection Authority (EPA)) and obtain ethics clearance from an Institutional Ethics Committee.

If the Project involves the development or importation of an organism modified through the use of recombinant DNA techniques (i.e. a GMO), the Administering Institution must comply with the *Hazardous Substances and New Organisms Act 1996* (which includes applying for approvals from the EPA) and obtain ethics clearance from an Institutional Ethics Committee.

## 4 Administration to humans of drugs, chemical agents or vaccines

### Australia

If the Project involves administering any drugs, chemical agents or vaccines to humans, the Administering Institution must obtain clearance from the relevant HREC.

### New Zealand

If the Project involves administering any drugs, chemical agents or vaccines to humans, the Administering Institution must obtain ethics approval from the HDEC.

In addition, if the Project involves use any new medicine or changed medicine in a clinical trial which has not been approved by the Director-General of Health as required under the *Medicines Act 1981*, the Administering Institution must obtain the approval of Medsafe. Approval can be obtained via the NZ Online Forms for Research website (https://nz.ethicsform.org/SignIn.aspx). Further details are provided in the Medsafe Guideline on the Regulation of Therapeutic Products in NZ Part 11: Clinical trials – regulatory approval and good clinical practice requirements (2015), available on the Medsafe website (http://www.medsafe.govt.nz/).

## 5 Import of Experimental Organisms

### Australia

If the Administering Institution will need to import experimental organisms into Australia for the purposes of a Project, the Administering Institution must obtain authorisation for the importation from the appropriate Commonwealth and State authorities.

### New Zealand

If the Administering Institution will need to import experimental organisms into New Zealand for the purposes of a Project, the Administering Institution must obtain authorisation for the importation from the relevant Government Ministry (e.g. Ministry for Primary Industries and NZ Customs).

## 6 Genetic Manipulation

### Australia

If the Project involves the preparation or use of recombinant nucleic acids constructed in vitro from sources that do not ordinarily recombine genetic information, the Administering Institution must obtain approval from the Biosafety Committee of the Administering Institution.

If the Project involves the use of recombinant DNA techniques on animals or humans, the Administering Institution must obtain approval from the appropriate the Ethics Committee and Biosafety Committee of the Administering Institution.

### New Zealand

If the Project involves the development or importation of an organism modified through the use of recombinant DNA techniques (i.e. a GMO), the Administering Institution must comply with the *Hazardous Substances and New Organisms Act 1996* (which includes applying for approvals from the EPA) and obtain ethics clearance from an Institutional Ethics Committee.

## Schedule 8

## Notice Details (clause 29)

| | | |
|---|---|---|
| **OCRF** | **Attention:** | **Lucinda Nolan**<br>**Chief Executive Officer** |
| | Address: | Suite 2B, TOK Corporate Centre<br>Level 1, 459 Toorak Road<br>Toorak Victoria 3142 |
| | Phone: | 03 9296 2040 |
| | Fax: | 03 9296 2184 |
| **Administering Institution** | **Attention:** | **[x]** |
| | Address: | [x] |
| | Phone: | [x] |
| | Fax: | [x] |
| | Email: | [x] |

**EXECUTED** as an agreement.

**Signed** for and behalf of **OCRF** by:

_____

Chief Executive Officer
Lucinda Nolan

_____

Date

In the presence of:

_____

Witness Signature

_____

Print Name

**Signed** for and behalf of [insert name of Administering Institution] by:

_____

Signature of Authorised Officer

_____

Print Name

_____

Print Title

_____

Date

In the presence of:

_____

Witness Signature

_____

Print Name

***[OR – use the following where the Administering Institution is an Australian company]***

**Executed** in accordance with section 127 of the *Corporations Act 2001* by [insert name of Administering Institution]:

| | |
|---|---|
| Director Signature | Director/Secretary Signature |
| Print Name | Print Name |
| Date | Date |