

VICTORIAN HEALTH PROMOTION FOUNDATION (**VicHealth**)

ABN 20 734 406 352 of Level 2, 355 Spencer Street, West Melbourne VIC 3003

AND

«ORG_LEGAL_NAME» («ORG_NAME»)

ABN «Org_Tax_ID» of «Org_Street_Address», «Org_Province», Australia

AND

«RESEARCHER_NAME» («RESEARCHER_NAME»)

COLLABORATIVE RESEARCH AGREEMENT

Ref: «Request_ID» / «Request_Reference_Number»

COLLABORATIVE RESEARCH AGREEMENT

PARTIES

THIS AGREEMENT is made on the date set out in Schedule A

BETWEEN

The party identified as the "Administering Organisation" in Schedule A ("Administering Organisation")

AND

The Victorian Health Promotion Foundation (ABN: 20 734 406 352) of Level 2, 355 Spencer Street, West Melbourne VIC 3003 (**VicHealth**) and any other party identified as being a "Partner Organisation" in Schedule A (collectively "Partner Organisations")

AND

Any party identified as being a "Post-Doctoral Researcher" in Schedule A ("Post-Doctoral Researcher")

RECITALS

A. The Administering Organisation has been awarded the Funding from VicHealth to conduct the Project together with the Partner Organisations and Post-Doctoral Researcher.

B. The Administering Organisation, the Partner Organisations and the Post-Doctoral Researcher have agreed to enter into this Agreement, which sets out how the Project will be conducted and the ownership of Intellectual Property Rights and related issues.

THE PARTIES AGREE:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this document:

"Additional Conditions" means the additional conditions referred to in clause 22;

"Agreement" means this agreement including any Schedules or Annexures and any amendment to it made in accordance with its terms;

"Annexure" means an annexure to this Agreement;

"Background Material" means any Material owned by or licensed to a Party which is in existence prior to the Commencement Date or which is developed independently of this Agreement and which a Party determines, in its discretion, to make available for the carrying out of the Project. This includes but is not limited to any Background Material outlined in Schedule C;

"Bank" means a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;

"Budget" means the budget set out in Schedule B, as may be amended by written agreement of the parties;

"Business Day" means a day which is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria;

"Administering Organisation Cash Contribution" means the cash funding that the Administering Organisation will contribute to the Project, as set out in Schedule B;

"Administering Organisation In-Kind Contribution" means the In-Kind Contribution that the Administering Organisation will contribute to the Project as set out in Schedule B;

"Commencement Date" means the commencement date of this Agreement as set out in Schedule A;

"Confidential Information" of a Party (the **First Party**) means any information obtained by another Party to this Agreement directly or indirectly from the First Party that:

- (a) is by its nature confidential;
- (b) is designated as confidential by the First Party; or
- (c) the other Party knows or ought reasonably to know is confidential,

and includes:

- (d) the terms of this Agreement;
- (e) information relating to the First Party's business, affairs or financial position;
- (f) information relating to the First Party's internal management, structure, personnel, policies, practices, procedures or strategies;

(g) information of the First Party to which the other Party has access that has any actual or potential commercial value to the First Party; and

(h) information relating to the First Party's employees, contractors, customers or suppliers, including any Personal Information of individuals,

but excludes any information which is in or comes into the public domain other than as a result of a breach of this Agreement, is already known by or in the possession of the other Party before the other Party obtains the information directly or indirectly from the First Party or which has been or is independently developed by the other Party;

"Conflict of Interest" means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through a Party engaging in any activity, participating in any association, holding any membership or obtaining any interest that is likely to conflict with or restrict that Party from participating in the Project;

"Contributions" means the cash contributions and In-Kind Contributions of the Parties as set out in Schedule B;

"Corporations Act" means the *Corporations Act 2001* (Cth);

"DataVic Access Policy" means the policy titled "DataVic Access Policy - Intent and Principles" prepared by the State of Victoria through the Department of Treasury and Finance as updated and amended from time to time;

"Final Report" means the report for the Project which is required to be provided by the Administering Organisation to VicHealth upon completion of the Project;

"Force Majeure Event" means an act, event or circumstance that is beyond the reasonable control and without the fault or negligence of the Party claiming force majeure including accident, fire, explosion, epidemic, civil disturbance, riot, act of God, act of war, terrorist incident, cyclone, flood, storm or earthquake;

"Funding" means the amount payable by VicHealth to the Administering Organisation under this Agreement for the purpose of the Post-Doctoral Researcher to carry out the Project;

"GST" means a goods and services tax imposed on the supply of goods or services (including, without limitation, the supply of intellectual property) under Commonwealth or State law (including, without limitation, the GST Law);

"GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

"Health Information" has the meaning given in the *Health Records Act 2001* (Vic);

"In-Kind Contribution" means a contribution of goods, services, materials or time to the Project;

"Intellectual Property Rights" includes all copyright (including future copyright), all rights in relation to inventions (including patent rights), all rights in plant varieties, registered and unregistered trade marks (including service marks), registered designs and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields (but not Moral Rights);

"Material" includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

"Misspent Contribution" means any Contribution that has been expended in a manner inconsistently with, or outside the authorisation of this Agreement;

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

"Objectives" means the objectives described in Schedule A;

"Parties" means the parties to this Agreement and "Party" means any one of them as the context requires;

"Partner Organisation In-Kind Contribution" means the In-Kind Contribution that a Partner Organisation will contribute to the Project as set out in Schedule B;

"Partner Organisation Cash Contribution" means the cash funding that a Partner Organisation will contribute to the Project as set out in Schedule B;

"Personal Information" means all information that would fit within the definition of that term in either the *Privacy Act 1988* (Cth) or the *Privacy and Data Protections Act 2014* (Vic);

"Post-Doctoral Researcher" means the person(s) identified in the Proposal as the researcher for the Project or their replacement(s) as approved by VicHealth;

"Primary Academic Advisor" means the person identified in the Proposal as the Primary Academic Advisor for the Project or their replacement as approved by VicHealth.

“Privacy Laws” means the *Privacy Act 1988* (Cth) (including the privacy principles established under that Act), the *Privacy and Data Protection Act 2014* (Vic) (including the Information Privacy Principles established under that Act) the *Health Records Act 2001* (Vic) (including the Health Privacy Principles established under that Act) and the Protective Data Security Standards;

“Project” means the program of research and development identified in Schedule A and more fully described in the Proposal;

“Project Management Committee” means the committee established under clause 7.3;

“Project Material” means any Material created in the course of carrying out the Project, excluding Background Material and any Student Thesis;

“Project Period” means the period specified in Schedule A during which the Project must be completed;

“Project Publication Protocols” means the protocols developed by the Project Management Committee that the Parties must follow in relation to publication of any work or information that relates to the Project, having regard to Sections 4 and 5 of the Australian Code for the Responsible Conduct of Research;

“Project Work Plan” means the plan for the completion of the Project as set out in Attachment C or otherwise prepared by the Parties in accordance with clause 2;

“Proposal” means the proposal for the Funding, annexed in Annexure A;

Protective Data Security Standard means any standard issued under Part 4 of the *Privacy and Data Protection Act 2014* (Vic).

“Records” includes documents, information and data stored by any means, including records of accounts, and all copies and extracts of the same;

“Schedule” means a schedule to this Agreement;

“Special Background Material” means any Background Material which is used by VicHealth under licence from a third party and which is identified as such by VicHealth in writing, including those items listed in Schedule A;

“Specified Personnel” means the persons identified as such in Schedule A;

“Tobacco” means, tobacco, cigarettes, cigars, smoking and tobacco related products;

“Unspent Contribution” means any Contribution that has not been spent or committed by the Administering Organisation at the completion of the Project or the termination of this Agreement;

“VicHealth Final Report” means the report for the Project which is to be provided by the Administering Organisation to VicHealth upon completion of the Project or the termination of this Agreement;

“VicHealth Progress Report” means a report for the Project which is to be provided by the Administering Organisation to VicHealth during the course of the Project, in accordance with Schedule D; and

“VicHealth Trade Marks” means the trade marks identified in Schedule A.

1.2 Interpretation

The following rules apply unless the context requires otherwise:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting natural persons include corporations and vice versa;
- (c) words denoting any gender include all genders;
- (d) headings are for convenience only and do not affect interpretation;
- (e) reference to any Party to this Agreement or any other relevant agreement or document includes that Party’s successors and permitted assigns;
- (f) reference to any document or agreement is deemed to include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (g) references to any legislation or to any provision of any legislation include any modification or re-enactment of such legislation or any legislative provisions substituted for, and all legislation and statutory instruments issued under, such legislation;
- (h) any reference to “GST”, “input tax credit”, “recipient”, “supplier”, “supply”, “tax invoice” and “taxable supply” has the meaning given to those expressions in the GST Law;
- (i) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (j) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this document;

- (k) a reference to this document includes any schedules or annexures;
- (l) the recitals to this document are adopted as and form part of this document;
- (m) a reference to “\$”, “A\$” or “dollar” is a reference to Australian currency;
- (n) a reference to a time is a reference to Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is appropriate;
- (o) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form; and
- (p) the words “including”, “for example”, “such as” or other similar expressions (in any form) are not words of limitation.

In this Agreement, unless expressly provided otherwise:

- (q) **(method of payment)** any payment of cash by one Party to another Party must be made in Australian currency by Bank cheque or by credit of cleared funds to a Bank account specified by the recipient;
- (r) **(consents and approvals)** if the doing of any act, matter or thing requires the consent, approval or agreement of any Party, that consent, approval or agreement may be given conditionally or unconditionally or withheld in that Party’s absolute discretion;
- (s) **(several liability)** a promise, representation or warranty given by or in favour of a person under this Agreement is given by them or for their benefit separately, and not jointly and severally; and
- (t) **(Business Days)** if:
 - (i) the day on or by which any act, matter or thing is to be done is a day other than a Business Day, the act, matter or thing must be done on the next Business Day; and
 - (ii) any money falls due for payment on a date other than a Business Day, that money must be paid on the next Business Day (without interest or any other amount being payable in respect of the intervening period).

2 TERM OF AGREEMENT

This Agreement will begin on the Commencement Date and will terminate when the Project has been successfully completed, unless it is terminated earlier in accordance with clause 17.

3 THE PROJECT

3.1 Each Party must carry out their role in the Project as outlined in the Proposal and Schedule B.

3.2 The Administering Organisation and any other Parties involved in the conduct of the Project must conduct the Project:

- (a) in accordance with this Agreement including in accordance with the “project description” contained in the Proposal, and any Project Work Plan;
- (b) in accordance with generally accepted professional, scientific, ethical, business and financial principles and standards and exercising all due care and skill;
- (c) within the Project Period;
- (d) in compliance with all laws applicable to the conduct of the Project;
- (e) using properly qualified and suitably trained and experienced personnel; and
- (f) so as to complete any milestones and produce any reports and other deliverables by the dates specified in the Proposal or Schedule D, or any Project Work Plan.

3.3 The Parties acknowledge that research work is of its nature uncertain and that particular outcomes and results from the Project cannot be guaranteed.

3.4 VicHealth’s objectives in providing its Contributions are for Victorians to benefit from publicly funded research into health and wellbeing and to support an early-career researcher to lead the Project to achieve that outcome. The Administering Organisation and the Post-Doctoral Researcher agree to transfer:

- (a) the knowledge they each gain; and
- (b) the Project outcomes (including Project Material),

into the public domain where it can be used freely, unless VicHealth directs otherwise in writing.

4 PROJECT WORK PLAN AND BUDGET

4.1 If the Budget or the Project Work Plan are not in their final form on the Date of this Agreement, the Post-Doctoral Researcher must, within 30 days of the Date of this Agreement, develop the Budget and Project Work Plan and submit them to VicHealth for approval.

4.2 Within 5 Business Days of receipt of the draft Project Work Plan or Budget under clause 4, VicHealth may either:

- (a) give the Post-Doctoral Researcher a notice requiring it to make changes and resubmit the draft by the date specified in the notice; or
- (b) give the Post-Doctoral Researcher a notice that the Project Work Plan or Budget is in final form.

4.3 The parties will follow the steps in clause 4.2 until the Project Work Plan are in final form.

4.4 Extension of time

If:

- (a) the Project Work Plan is not in its final form; or
- (b) work on the Project has not commenced within three months of the Commencement Date,

the Administering Organisation must apply for an extension of time for the Project (which may be granted at the discretion of VicHealth and subject to any conditions VicHealth consider to be reasonably necessary).

4.5 If VicHealth notifies the Administering Organisation in writing that an extension under clause 4.4(b) has not been approved, or if the Administering Organisation does not apply for an extension, this Agreement will immediately be automatically terminated and the Administering Organisation must repay all Cash Contributions it has received from VicHealth and any Partner Organisation under this Agreement within 30 days of such termination.

5 ADMINISTERING ORGANISATION OBLIGATIONS

5.1 The Administering Organisation is responsible for obtaining ethics and other statutory approvals required for the Project prior to commencing the Project and for maintaining those approvals for the life of the Project.

5.2 The Administering Organisation must ensure that the Funding is expended in accordance with the Schedule B, including in relation to payment of amounts to the Parties.

5.3 The Administering Organisation and Post-Doctoral Researcher must each ensure that any Conflicts of Interest are managed in accordance with the *Australian Code for Responsible Conduct of Research Practice* (2018).

6 PROJECT CONTRIBUTIONS

6.1 Each Party must provide its Contributions to the Project at the time, location and in the manner as set out in Schedule B.

6.2 Except as stated otherwise in Schedule B and subject to first receiving a valid tax invoice from the Administering Organisation, each Partner Organisation must pay its Partner Organisation Cash Contribution up-front annually for each year of the Project Period in accordance with the following:

- (a) in relation to the first instalment of a Partner Organisation's Cash Contribution, on the Commencement Date; and
- (b) in relation to any subsequent instalments, on each anniversary of the Commencement Date.

6.3 The Partner Organisations are under no obligation under this Agreement to provide any funds in excess of their respective Contributions as set out in Schedule B and are not responsible for the Contributions of any other Party.

6.4 Misspent Contributions

- (a) If a Party reasonably believes that a Contribution (or part thereof) made by them is a Misspent Contribution, that Party (**the Requesting Party**) may notify the Party that it made the Contribution to (**the Notified Party**) in writing, requesting

repayment or return of that Contribution or of the equivalent amount.

(b) Following a written request made in accordance with clause 6.4(a), the Notified Party must comply with the request the amount subject of the request, within 30 Business Days, or respond in writing as outlined in clause 6.4(d).

(c) An amount repaid by the Notified Party under clause 6.4(a):

- (i) must include any GST paid by the Requesting Party in respect of the original Contribution; and
- (ii) must be accompanied by an adjustment note pursuant to the GST Law relating to taxable supplies for which the Notified Party previously issued a tax invoice to the Requesting Party in respect of the original Contribution.

(d) If after reviewing a written request issued under clause 6.4(a), the Notified Party is of the opinion that the Contribution was not a Misspent Contribution, the Notified Party must reply in writing to the Requesting Party within 30 Business Days detailing why the relevant Contribution was not a Misspent Contribution. If the Requesting Party does not accept the response, the matter will be referred to dispute resolution in accordance with clause 19.

6.5 Budget

The Administering Organisation must ensure that no expenditure is made in relation to the Project other than in accordance with the Budget.

7 POST-DOCTORAL RESEARCHER AND PROJECT MANAGEMENT

7.1 The Parties appoint the person identified as the Post-Doctoral Researcher as the project leader named in the Proposal.

7.2 The Post-Doctoral Researcher is responsible for the day to day administration of the Project. The Administering Organisation is responsible for ensuring that the Post-Doctoral Researcher complies with their obligations in respect of the Project.

7.3 As soon as practicable after the Commencement Date, the Post-Doctoral Researcher, Partner Investigators and the Partner Organisations must establish a Project Management Committee for the Project.

7.4 The Project Management Committee will have general oversight of the conduct of the Project including determining matters relating to the conduct of the Project.

7.5 The following matters may be considered at the first meeting of the Project Management Committee:

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

7.6 The Project Management Committee must make decisions by a simple majority vote.

7.7 The management structure and decision making protocols agreed by the Project Management Committee must be observed by the Parties for the duration of the Project, subject to any amendments by the Project Management Committee.

7.8 For the avoidance of doubt, the Project Management Committee will not have the power to vary this Agreement or the scope of the Project although it may suggest variations to the Parties. All variations must comply with clause 20.12 in order to be effective.

8 BACKGROUND MATERIAL

8.1 As between the Parties, the ownership of all rights (including Intellectual Property Rights) in any Background Material remains with the Party which makes that Material available for the Project. Each Party grants to each other Party a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence to use and otherwise exploit its Background Material (other than Special Background Material):

- (a) to the extent necessary to carry out the Project; and

- (b) to the extent such Background Material is necessary for the use of any Project Material that the licensed Party is required or permitted to use, but for no other purpose.
- 8.2 VicHealth grants to each other Party a non-exclusive, non-transferable, royalty-free licence to use the Special Background Material solely for the purposes of conducting the Project during the Project Period and subject to any conditions set out in Schedule A or otherwise advised by VicHealth in writing.
- 9 RECORDS**
- 9.1 Each Party must make full, up-to-date and accurate Records of its part of the delivery of the Project, including:
- full financial Records relating to the Project, the receipt and expenditure of the Contributions, and transfer of Contributions to other Parties;
 - progress against the Milestones, the receipt and expenditure of the Contributions,
 - the creation of Project Material;
 - Background Material provided; and
 - otherwise as required by Law.
- 9.2 Each Party must retain those Records during the term of this Agreement and for a period of at least 7 years following the termination or expiration of this Agreement.
- 10 REPORTING**
- 10.1 The Post-Doctoral Researcher must provide a financial acquittal, addressed to the Administering Organisation's Research office, by 31 January of each year during or immediately following the Project Period for any amounts transferred to them in the previous calendar year, to enable the Administering Organisation to meet its reporting and financial management obligations under this Agreement.
- 10.2 The Administering Organisation must provide to the Partner Organisations copies of the progress reports and the Final Report
- 10.3 The Administering Organisation must submit VicHealth Progress Reports to VicHealth using the VicHealth template, The Administering Organisation must provide VicHealth with the VicHealth Final Report within three months after completion of the Project or the earlier termination of this Agreement. The VicHealth Final Report must:
- be in the final report template as provided by VicHealth, which is available on the VicHealth website as specified in Schedule D; and
 - contain a 3,000- 5,000 word research summary and any other information as reasonably requested by VicHealth. The information provided in the VicHealth Final Report must be suitable to be shared with VicHealth's stakeholders and therefore include appropriate referencing, acknowledgment of funding and non-technical language.
- 10.4 The Administering Organisation must submit the VicHealth Progress Reports by the times specified in Schedule D.
- 10.5 The Administering Organisation must submit certified financial statements in relation to the Project to VicHealth in the format requested by VicHealth from time to time on or before the dates set out in Schedule A (or such other dates as agreed with VicHealth in writing).
- 11 KNOWLEDGE TRANSLATION**
- 11.1 The Administering Organisation must participate in knowledge translation activities as requested by VicHealth that are directly related to the Project. This may include:
- presenting the Project findings at a VicHealth forum or other event;
 - working with VicHealth to produce fact sheets, resources and other publications; and
 - cooperating with the Partner Organisations for the purpose of clause 11.2.
- 11.2 The Post-Doctoral Researcher must participate in knowledge translation activities that VicHealth reasonably requires in writing. This may include:
- developing and carrying out a plan to disseminate the Project outcomes (**Knowledge Translation Plan**) which the VicHealth agrees to in writing;
 - updating the knowledge translation plan throughout the course of the Project;
 - presenting the Project findings at a VicHealth forum or other event at VicHealth's request; and
 - working with VicHealth to produce fact sheets, resources and other publications.
- 11.3 If the parties cannot agree a Knowledge Translation Plan within one month of the Commencement Date, VicHealth may by written notice at any time subsequently require you to comply with a Knowledge Translation Plan that VicHealth provides to the Post-Doctoral Researcher.
- 12 PROJECT MATERIAL**
- 12.1 Ownership of all rights (including Intellectual Property Rights) in Project Material vests in the Administering Organisation on creation. Each Partner Organisation and Post-Doctoral Researcher assigns to the Administering Organisation all its right, title and interest in such Material and agrees to do all things reasonably necessary to give effect to such ownership and assignment (including ensuring its employees, contractors and Students do the same). To the extent of any such assignment, each Partner Organisation and Post-Doctoral Researcher must also procure that the authors of any Project Material which is subject to copyright provide a genuine, irrevocable written consent to the Parties using the Project Material in accordance with this Agreement in a way that may, but for the consent, infringe the authors' Moral Rights in those works.
- 12.2 The Administering Organisation grants to each Partner Organisation a perpetual, irrevocable, non-transferable, non-exclusive, worldwide, royalty-free licence (including a right of sub-license) to use, reproduce, adapt and disclose the Project Material for:
- its internal business purposes; and
 - in the case of VicHealth, for any purpose connected to furthering its objectives as set out in the Tobacco Act 1987 (Vic).
- 12.3 The Parties acknowledge that VicHealth may make the Project Material available to third parties in accordance with the DataVic Access Policy, as amended from time to time. If, acting reasonably, VicHealth considers that any proposed use or disclosure of the Project Material by VicHealth may substantially impede the Parties' ability to achieve the Project's objectives, VicHealth must not make such use or disclosure until it has first allowed the Parties a reasonable opportunity to achieve those objectives under this Agreement.
- 12.4 The Administering Organisation grants to the Post-Doctoral Researchers a perpetual, irrevocable, non-transferable, non-exclusive, royalty-free licence to use, reproduce, adapt and disclose the Project Materials for teaching and research purposes.
- 12.5 On request, the Administering Organisation will promptly provide the other Parties with copies of all of the Project Material (including data sets) as reasonably requested and in the format reasonably specified.
- 12.6 Each Party warrants that any Project Material created by it or any of its employees, officers, students, agents or contractors does not infringe, and its use in any way by another Party in accordance with this Agreement will not infringe, the Intellectual Property Rights or Moral Rights of any person.
- 13 CONFIDENTIAL INFORMATION ,PERSONAL INFORMATION AND DATA SECURITY**
- 13.1 Confidential Information disclosed during the Project must only be used for the express purpose for which it was disclosed.
- 13.2 Each Party must treat all Confidential Information disclosed by another Party as confidential and must not, without the prior written consent of the other Party, use or disclose the Confidential Information or permit it to be used or disclosed to any third person except:
- as necessary for the purposes of this Agreement, including exercising the licences under clauses 8 and 12 (subject to clause 14);

- (b) where the disclosing Party has obtained the prior written permission of the relevant Party;
- (c) to the disclosing Party's officers, agents, students, professional advisers, employees, contractors and insurers, subject to those persons first being bound by confidentiality obligations in relation to that Confidential Information that are no less stringent than those in this clause 13;
- (d) where the disclosing Party is compelled to do so by law, judicial or parliamentary body or governmental agency (including the Auditor-General) provided that (where practical) it gives the other Party written notice prior to disclosure; and
- (e) as may be required to comply with the disclosing Party's obligations under the *Freedom of Information Act 1982* (Vic) and to otherwise satisfy its public disclosure obligations.
- 13.3 Each Party agrees to take all prudent steps, including maintaining effective security measures, to protect the Confidential Information of another Party in the first Party's possession or control from unauthorised access, use, copying or disclosure.
- 13.4 Each Party must ensure that its employees, officers, students and agents comply with the obligations of confidentiality imposed upon it by this clause 13.
- 13.5 Each Party's obligations under this clause 13 survive termination of this Agreement, whether or not termination occurs earlier than the planned end date.
- 13.6 Each Party must comply with the Privacy Laws in relation to the use, collection, storage or disclosure of any Personal Information or Health Information collected or used during the Project.
- 13.7 Each Party must:
- (a) comply with the Privacy Laws in relation to any Personal Information or Health Information collected by, disclosed to, or accessible by that Party in connection with this Agreement and must only use and disclose the Personal Information and Health Information in accordance with this Agreement;
- (b) not do any act or engage in any practice that would cause another Party to breach a Privacy Law;
- (c) take all reasonable steps to ensure that any Personal Information and Health Information in its possession, custody or control and obtained in the course of conducting the Project is secure against loss, destruction or unauthorised access, use, modification or disclosure;
- (i) immediately notify the other Parties in writing on becoming aware of any possible or actual breach of this clause 13; and
- (ii) use or disclose Personal Information or Health Information obtained in the course of conducting the Project, only for the purposes of the Project.
- 13.8 The Administering Organisation and the Post-Doctoral Researcher acknowledge that VicHealth is bound by the Protective Data Security Standards and will not do any act or engage in any practice that would contravene or give rise to a breach of a Protective Data Security Standard in respect of any Data collected, held, used, managed, disclosed or transferred by the Administering Organisation and the Post-Doctoral Researcher, on behalf of the State, under or in connection with this Agreement.
- 13.9 Where the Administering Organisation or the Post-Doctoral Researcher is provided with any data by VicHealth it will:
- (a) maintain the security of that data including that it will not, and will ensure that its staff do not, remove any information or data from VicHealth's premises unless agreed;
- (b) not do anything (or omit to do anything) which will cause VicHealth to be in breach of any of the Victorian Protective Data Security Standards under the Privacy and Data Protection Act 2014 (Vic); and
- (c) notify VicHealth immediately upon becoming aware of any data security breach, or potential security breach, and will take immediate steps to mitigate any breach and ensure it does not reoccur.
- 13.10 The Administering Organisation and the Post-Doctoral Researcher will each provide assurances and take any steps as VicHealth may reasonably direct in respect of that Party's handling of data to ensure that VicHealth satisfies its obligations in relation to the Protective Data Security Standards. This may include that the Party enter into or procure deeds of confidentiality, further agreements, certifications, maintaining up to date auditable records and complying with requests to provide access to, deliver, or inspect equipment, record and premises.
- ## 14 PUBLICATION
- 14.1 The Parties recognise that the Project has a strong public good element and that public dissemination of the Project outcomes is important to the Project's success. In this context, the Parties agree that publication of Project outcomes is a key objective of the Project.
- 14.2 The Project Management Committee may develop Project Publication Protocols for the written approval of all Parties and must distribute the final agreed version of the Project Publication Protocols to all of the Parties. Once agreed by all of the Parties in writing, the Project Publication Protocols will bind the Parties. In the absence of agreed Project Publication Protocols, the publication procedures as set out in clauses 14.9 to 14.11 will apply.
- 14.3 The Parties must acknowledge the Contribution and support of VicHealth:
- (a) in all public announcements concerning the Project or the outcomes of the Project;
- (b) in all documents, materials, reports and other items relating to the Project or the outcomes of the Project;
- (c) at all events (including any lectures) relating to or organised in connection with the Project; and
- (d) as otherwise directed by VicHealth, in the manner directed by VicHealth from time to time.
- 14.4 VicHealth grants each other Party a non-exclusive, non-transferable, royalty-free licence to use the VicHealth Trade Marks for the purpose of acknowledging VicHealth's Contribution and support in accordance with clause 14.3.
- 14.5 VicHealth may, from time to time, provide the other Parties with guidelines as to how it wishes the VicHealth Trade Marks to be used and each other Party must comply with those guidelines.
- 14.6 Each Party (other than VicHealth) must not:
- (a) use the VicHealth Trade Marks other than to acknowledge VicHealth's Contribution or as otherwise agreed by VicHealth in writing;
- (b) authorise any other party to use the VicHealth Trade Marks without VicHealth's prior written consent;
- (c) use any of the VicHealth Trade Marks or any substantially identical or deceptively similar mark as part of any corporate or business name without VicHealth's prior written consent;
- (d) do any of the things specified in section 26(1) of the *Trade Marks Act 1995* (Cth), except as expressly permitted under this Agreement or with the prior written consent of VicHealth.
- 14.7 All goodwill in the VicHealth Trade Marks will accrue to VicHealth (and to the extent any goodwill in the VicHealth Trade Marks may accrue to any other Party, that Party immediately assigns it to VicHealth).
- 14.8 Each Party must only use the VicHealth Trade Marks in a manner that enhances VicHealth's credibility and reputation.
- 14.9 Any Party proposing to publish the Project Material or any information relating to the Project (including the outcomes of the Project) in journal articles, conference presentations, media releases, major reports or case studies (each a "Publication") must submit the proposed Publication to the Project Management Committee for approval at least thirty (30) days prior to the date of proposed Publication.
- 14.10 The Project Management Committee may withhold its consent to the Party making the Publication where the Publication may adversely affect the Project.
- 14.11 The Partner Organisations acknowledge that the Administering Organisation and the Post-Doctoral Researcher may have obligations under their respective statutes, regulations and policies to ensure that any student involved in the Project is able to complete the

- requirements of his or her candidature, and that this obligation may extend to submitting that student's thesis for examination and depositing in that Party's library a copy of the student thesis or work submitted for a higher degree. Nothing in this Agreement affects the operation of the Administering Organisation's or Post-Doctoral Researcher's relevant statutes, regulations or policies or creates any obligations contrary to those statutes, regulations or policies.
- 15 TOBACCO PRODUCTS AND PROMOTION**
- 15.1 The Parties acknowledge that VicHealth is established under the *Tobacco Act 1987* (Vic) and has certain objectives and functions set by that Act.
- 15.2 Each Party (other than VicHealth) must not (and must ensure that its employees, agents and contractors do not) take part in any act which is damaging to, or likely to damage VicHealth's reputation, is offensive, corrupt or disreputable or which may bring VicHealth into disrepute, contempt, scandal or ridicule.
- 15.3 Without limiting its obligations under clause 15.2, each Party must:
- support the prohibition of smoking at its premises;
 - ensure that none of its officers or employees publicly endorse Tobacco or Tobacco products in any way;
 - ensure that it does not receive sponsorship from any person directly involved in the manufacture or marketing of Tobacco products;
 - ensure that Tobacco products are not available at any venue or at any event or activity connected with the Project; and
 - ensure that Tobacco and Tobacco products are not promoted in any publication produced or officially endorsed by that Party.
- 16 INDEMNITIES**
- 16.1 **General Indemnity**
Each Party shall indemnify and keep the other Parties indemnified from and against all claims and actions directly arising from any negligent act or omission on the part of the first mentioned Party or its employees, agents, students, contractors or consultants in connection with the Project. The indemnified Party must use best endeavours to mitigate any loss to which this indemnity applies.
- 16.2 **Intellectual Property Indemnity**
Each Party shall indemnify and keep each of the other Parties indemnified from and against all claims and actions by any third party in relation to the infringement or alleged infringement of any Intellectual Property Rights by the first mentioned Party or its employees, agents, students, contractors or consultants in connection with the Project, or by the indemnified Party in relation to its use in accordance with this Agreement of Background Material or Project Material made available or created by the first Party.
- 16.3 **Reduction of indemnity**
A Party's obligation of indemnification under this clause 16 will be proportionally reduced to the extent that any negligent act or omission of the Party indemnified contributed to the relevant loss.
- 17 INSURANCE**
- 17.1 Subject to clause 17.3, unless otherwise agreed by VicHealth in writing, each Party must maintain the following types of insurance with a reputable insurer (or maintain equivalent protection against such liabilities as deemed satisfactory by VicHealth):
- workers compensation insurance as required by law; and
 - any other insurances as listed in Schedule A.
- 17.2 Whenever requested, each Party must provide VicHealth, (within 10 Business Days of VicHealth's request), with satisfactory evidence that that Party has maintained its obligation to insure (or maintained equivalent protection) under this clause 17.
- 17.3 Clause 17.1 does not apply to a Party that is insured by the Victorian Managed Insurance Authority or Liability Mutual Insurance for the Project Period and for 7 years following that period.
- 18 TERMINATION**
- 18.1 The Parties may terminate this Agreement at any time by mutual agreement in writing, or VicHealth may terminate this Agreement at any time by giving the other Parties 20 Business Days' written notice.
- 18.2 A Party to this Agreement (other than the Administering Party) may withdraw from the Project by giving three months' notice in writing to the other Parties where for reasons beyond its control, including, but not limited to, a failure to obtain any required ethics or statutory approval, it is unable to perform its obligations under this Agreement. A withdrawing Party must perform all obligations up to the date of withdrawal.
- 18.3 In the case of any one or more of the following events occurring in respect of another Party (the "**Defaulting Party**"), VicHealth may immediately terminate this Agreement, or reduce the scope of this Agreement, by giving the other Parties notice in writing of such termination or reduction in scope:
- a Party breaches a warranty under this Agreement;
 - a Party fails to fulfil, or is in breach of any of its obligations under this Agreement, (including any Additional Conditions) and does not rectify the omission or breach after receiving 10 Business Days' notice in writing from VicHealth to do so;
 - a Party is, in VicHealth's reasonable opinion, not making satisfactory progress in the achievement of the Project;
 - a Party is unable as a result of a Force Majeure Event to fulfil a material obligation of this Agreement for a period of at least fourteen days after notifying that Force Majeure Event to the other Parties in accordance with clause 20.1;
 - a Party is unable to pay all its debts as and when they become due and payable or it fails to comply with a statutory demand within the meaning of sections 459E and 459F of the Corporations Act;
 - proceedings are initiated with a view to obtaining an order for a Party's winding up or any shareholder, member or director convenes a meeting for the purpose of considering or passing any resolution for a Party's winding up;
 - being a body corporate, a Party comes under one of the forms of external administration referred to in Chapter 5 of the Corporations Act, or an order has been made for the purpose of placing a Party under external administration;
 - being a local government organisation, department or agency the relevant State Government takes action to cease that Party's operations and/or amalgamate it with the operations of another local government organisation, department or agency;
 - in relation to this Agreement, a Party breaches any law of the Commonwealth, or of a State or Territory;
 - a Party ceases to carry on business;
 - VicHealth is satisfied that any statement, representation or certification made in a Party's application for the VicHealth Research Fellowship is incorrect, incomplete, false or misleading in a way which would have affected the original decision to approve the award the Research Fellowship;
 - notice is served on a Party or proceedings are taken to cancel its incorporation or registration or to dissolve it as a legal entity;
 - funding to VicHealth is significantly reduced within the period of this Agreement and/or VicHealth's Board of Governance (or other similar party) requires a re-deployment of funds to meet payment of liabilities; or
 - VicHealth is expressly permitted to do so by any other clause of this Agreement.
- 18.4 This clause 18 does not limit or exclude any of VicHealth's other rights, including the right to recover any amounts from another Party on termination of this Agreement.
- 18.5 Where this Agreement is terminated under clause 18.1 or 18.2, the Parties (other than the Defaulting Party) will consult in good faith to determine whether or not the Project can proceed without the Defaulting Party or the Funding (as applicable) in whole or on a reduced scale.
- 18.6 Termination of this Agreement for whatever cause is without prejudice to any rights or obligations that have accrued and owe prior to such termination.
- 18.7 On the termination or expiration of this Agreement:
- the Post-Doctoral Researcher and Administering Organisation each must immediately return any Unspent Contribution to the Party that made that Contribution;

<p>(b) each Party must promptly return (or if requested, destroy) any Confidential Information of another Party in its possession, custody or control;</p> <p>(c) the Administrating Organisation must provide each Party with a copy of the Project Material (including any partially completed Project Material); and</p> <p>(d) the Administrating Organisation must provide VicHealth with the VicHealth Final Report in accordance with clause 10.3.</p>	<p>20.6</p>	<p>GST</p> <p>If under the GST Law any supply under this Agreement is taxable, the supplier will be entitled to recover from the recipient an amount equal to the GST payable by the supplier. If GST is payable, the supplier will provide the recipient with a tax invoice or other document adequate to claim an input tax credit.</p>
<p>19 DISPUTE RESOLUTION</p> <p>19.1 A Party must not commence legal proceedings relating to this Agreement (other than for urgent interlocutory proceedings) unless the Party wishing to commence proceedings has complied with this clause 19.</p> <p>19.2 Any dispute arising during the course of this Agreement will be dealt with as follows:</p> <p>(a) the Party claiming a dispute exists must notify the other Parties in writing of that dispute ("Notification");</p> <p>(b) within 10 days of receipt of that Notification, the dispute must be referred to persons who have authority to resolve the dispute who must try to resolve the dispute through direct negotiations in good faith;</p> <p>(c) if the dispute is not resolved within 28 days of Notification, the dispute must be referred for mediation to the Australian Dispute Centre ("ADC"). The mediation must be conducted in accordance with the ADC Commercial Mediation Guidelines in force at the Commencement Date; and</p> <p>(d) if the Dispute has not been resolved within 60 days of referral to the ADC any Party is free to initiate court proceedings.</p> <p>19.3 This clause 19 does not limit a Party's ability to terminate this Agreement in accordance with clause 18.</p>	<p>20.7</p> <p>20.8</p> <p>20.9</p> <p>20.10</p> <p>20.11</p> <p>20.12</p> <p>20.13</p>	<p>Several Obligations</p> <p>Each Party's obligations and liabilities under this Agreement are several and not joint or joint and several.</p> <p>No Waiver</p> <p>Any failure by a Party to compel performance by another Party of any of the terms and conditions of this Agreement will not constitute a waiver of those terms or conditions or diminish the rights arising from their breach.</p> <p>Further Steps</p> <p>Each Party must promptly do whatever any of the other Parties reasonably requires of it to give effect to this Agreement and to perform its obligations under it.</p> <p>Counterparts</p> <p>This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document.</p> <p>Signatories</p> <p>Each of the signatories to this Agreement warrants that they have the authority to enter into this agreement on behalf of the Party they are stated to represent.</p> <p>Variation</p> <p>This Agreement may only be varied in writing, signed by all Parties.</p> <p>Survival</p> <p>The operation of clauses 8, 10.1, 10.3, 11, 12, 13, 14, 16, 17 and 18.7 and any other clauses which by their nature survive, will survive the expiration or earlier termination of this Agreement.</p>
<p>20 GENERAL</p> <p>20.1 Force Majeure</p> <p>A Party will not be responsible or liable for any non-performance or delay in performance of any of its obligations under this Agreement to the extent that the delay or non-performance is caused by a Force Majeure Event and provided that the affected Party promptly notifies the other Parties (with appropriate details) and takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.</p> <p>20.2 No partnerships</p> <p>This Agreement does not create a partnership, agency, fiduciary or other relationship, except the relationship of contracting parties. No Party is liable for any act or omission of any other Party, except as may be set out in this Agreement.</p> <p>20.3 Assignment and Novation</p> <p>(a) The Administrating Organisation and the Post-Doctoral Researchers must not assign any rights under this Agreement without prior written approval from VicHealth (which can be withheld at VicHealth's discretion).</p> <p>(b) The Administrating Organisation and the Post-Doctoral Researchers must not enter into negotiation with any other person for the purposes of entering into an arrangement that will require novation of this Agreement without first obtaining VicHealth prior written approval (which can be withheld at VicHealth's discretion).</p> <p>20.4 Severability</p> <p>If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected and all other provisions will remain in full force and effect.</p> <p>20.5 Governing Law</p> <p>This Agreement is governed by the laws of Victoria, Australia. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria, including the Federal Court of Australia.</p>	<p>20.14</p> <p>21</p>	<p>Precedence</p> <p>To the extent of any inconsistency, a document appearing higher in the list below will prevail over any document appearing lower in the list:</p> <p>(a) the main body of this Agreement and Additional Conditions;</p> <p>(b) the Schedules to this Agreement;</p> <p>(c) the Annexures to this Agreement; and</p> <p>(d) any attachment to a Schedule or Annexure to this Agreement.</p> <p>NOTICES</p> <p>Any notice given under this Agreement:</p> <p>(a) must be in writing and signed by a person authorised by the sender;</p> <p>(b) must be delivered to the intended recipient by post or by hand, fax or email to the address, fax number or email address set out in Schedule A;</p> <p>(c) will be taken to be duly given or made:</p> <p>(i) in the case of delivery in person, when delivered;</p> <p>(ii) in the case of delivery by post, five Business Days after the date of posting unless it has been received earlier;</p> <p>(iii) in the case of fax, on receipt by the sender of a transmission control report from the dispatching machine indicating that the fax was successfully sent; and</p> <p>(iv) in the case of email, when confirmation of delivery is received by the sender which records the time that the email was delivered to the addressee's last notified email address unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee;</p> <p>(v) 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 later than 4.00pm (recipient's local time), it will be taken to have been duly given or made on the next Business Day.</p>

22 ADDITIONAL CONDITIONS

If specified in Schedule A, the additional conditions in Schedule E apply to this Agreement.

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EXECUTED BY THE PARTIES

Signed for and on behalf of **Victorian Health Promotion Foundation (ABN 20 734 406 352)** by its duly authorised representative:

Signed as authorised representative for «**Org_Name**» (ABN «**Org_Tax_ID**»). By signing this Agreement the signatory warrants that the signatory is duly authorised to sign this Agreement on behalf of «**Org_Name**»

Signature

Signature

Name

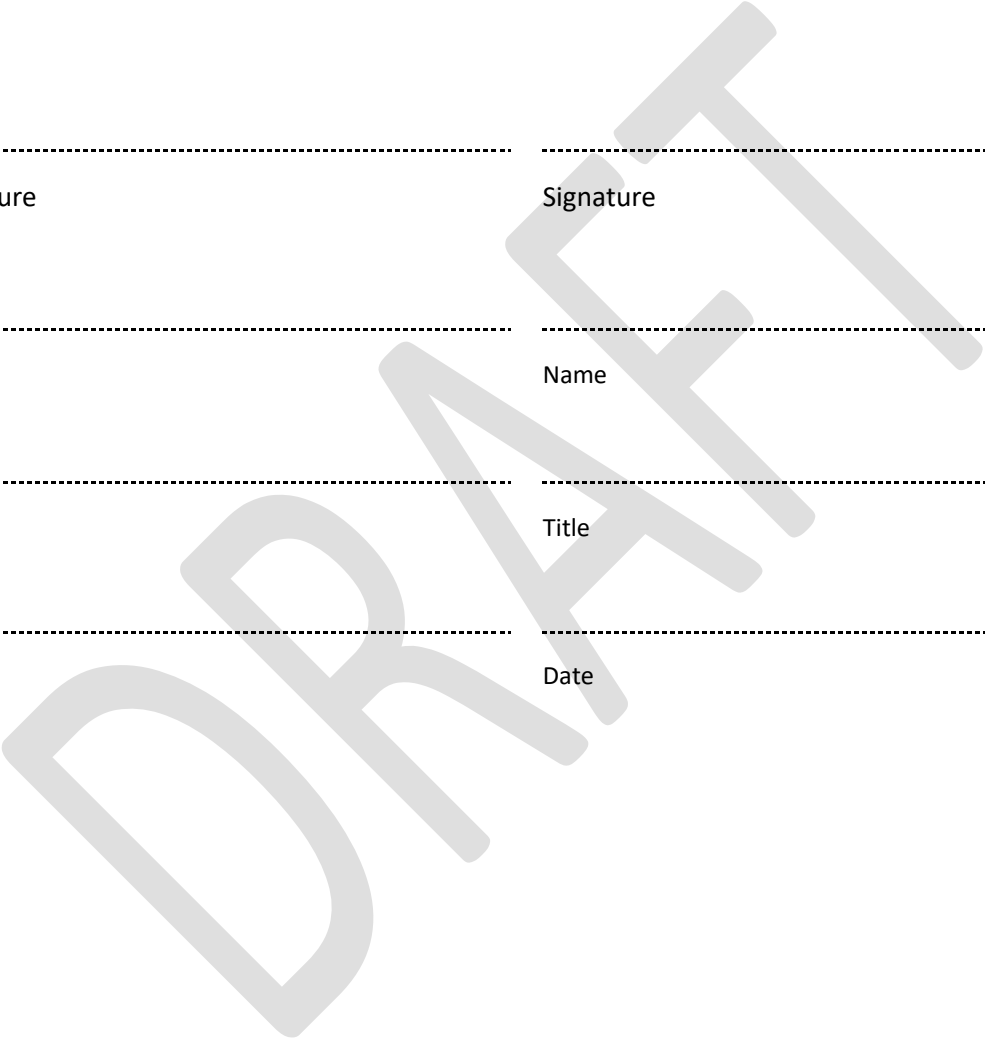
Name

Title

Title

Date

Date



Signed as authorised representative for <<Researcher>>. By signing this Agreement the signatory warrants that the signatory is duly authorised to sign this Agreement on behalf of <<Researcher>>.

.....
Signature

.....
Name

.....
Title

.....
Date

By ticking this box you acknowledge

- that you are an authorised signatory for
- that you have read and understood the terms of this Agreement and
- that by signing this Agreement you bind to the terms of this Agreement.

SCHEDULE A – CONTRACT DETAILS

Item 1.	DATE OF THIS AGREEMENT	
Item 2.	COMMENCEMENT DATE	
Item 3.	PROJECT	Future Healthy Countdown Fellowship OR Harmful Industries Monitoring Hub Fellowship
Item 4.	PROJECT PERIOD	Three years from the Commencement Date
Item 5.	FUNDING ORGANISATION:	VicHealth Contact Person: <u>Address for notices:</u> Address: Level 2, 355 Spencer Street, West Melbourne VIC 3003 Tel: E-mail:
Item 6.	PARTIES Administering Organisation:	«Org_Name» (ABN «Org_Tax_ID») Address Contact Person: <u>Address for notices</u> Tel: E-mail:
Item 7.	PARTIES Partner Organisations:	
Item 8.	PARTIES Post-Doctoral Researcher:	Contact Person: Address for notices Address: Tel: E-mail:

Item 9.	SPECIFIED PERSONNEL																	
Item 10.	VICHEALTH TRADE MARKS	<table border="1"> <thead> <tr> <th>Trade mark</th> <th>Trade mark no. (application or registration no.)</th> <th>Status</th> <th>Classes</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Trade mark	Trade mark no. (application or registration no.)	Status	Classes												
Trade mark	Trade mark no. (application or registration no.)	Status	Classes															
Item 11.	SPECIAL BACKGROUND MATERIAL																	
Item 12.	FINANCIAL STATEMENTS	[Note: insert dates for provision of certified financial statements by Administering Organisation – see clause 10.5]																
Item 13.	INSURANCE	<input checked="" type="checkbox"/> Public Liability Insurance <input checked="" type="checkbox"/> Worker Compensation Insurance																
Item 14.	ADDITIONAL CONDITIONS	<p>If this Item 14 specifies that additional conditions apply for this Agreement, the specified provisions in Schedule E apply.</p> <input checked="" type="checkbox"/> VicHealth Research Fellowship conditions apply for this Agreement <input checked="" type="checkbox"/> The Administering Organisation Obligations apply for this Agreement. <input checked="" type="checkbox"/> Post-Doctoral Research Conditions apply for this Agreement <input checked="" type="checkbox"/> VicHealth Harmful industries policy applies for this Agreement <input checked="" type="checkbox"/> COVID-19 Safe Project Delivery Conditions apply for this Agreement																
Item 15.	OBJECTIVES	The objectives in clause 3 [List any other Project objectives - see Additional Condition 2.]																

SCHEDULE B – ROLES AND CONTRIBUTIONS OF THE PARTIES

Item 1.	Partner Organisation roles in the Project	
Item 2.	Partner Organisation Contributions to the Project (other than VicHealth Contributions – see Schedule D for VicHealth Contributions)	
Item 3.	Description of In-Kind Contributions:	
Item 4.	Post-Doctoral Researcher roles in the Project	
Item 5.	Administering Organisation's role in the Project	
Item 6.	Administering Organisation Contributions to the Project	
	Organisation:	Contribution Type
		Year 1
		Year 2
		Year 3
		Year 4
		Year 5
		Total
	Cash (GST excl)	0
		0
		0
		0
		0
		0
	In-kind	0
		0
		0
		0
		0
		0
Item 7.	Description of In-Kind Contributions:	[Note: provide full details of any In-Kind Contributions to be made by the Administering Organisation in each year including goods, services, resources or time and the method for calculating the value of those contributions]
Item 8.	Budget	[Note: Insert Budget. The Budget should break down expenditures, including all payments to be made to the parties over the life of the Project.]

SCHEDULE C – BACKGROUND MATERIAL

Item 1.	Background Material	<i>[Note: Insert details of any Background Material to be provided by each party.]</i>
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SCHEDULE D – VICHEALTH’S KEY SCHEDULE OF DATES

Item 1. VICHEALTH’S KEY SCHEDULE OF DATES

The Administering Organisation will report to VicHealth and VicHealth must make its Contributions as set out in the table below.

VicHealth will issue the Administering Organisation a recipient created tax invoice (or invoices) related to its Contributions. The Administering Organisation is not required to issue VicHealth with any invoices under this Agreement unless expressly stated otherwise.

*The Administering Organisation must ensure that each annual certified financial statement is signed by its Chief Financial Officer or his/her delegate.

VicHealth’s obligations to make the above payments are subject to the other Parties having met all material obligations under this Agreement at the relevant time.

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SCHEDULE E – ADDITIONAL CONDITIONS

The additional conditions below apply for this Agreement if they are specified in Item 14 of Schedule A.

VicHealth Post-Doctoral Research Fellowship conditions

1. POST-DOCTORAL RESEARCHER AND PRIMARY ACADEMIC ADVISOR

- a. The continuation of VicHealth's Contributions is dependent on continuation of each of the following:
 - i. the employment of the Post-Doctoral Researcher by the Administering Organisation;
 - ii. the tenure of the Primary Academic Advisor;
 - iii. the tenure of the Post-Doctoral Researcher.
- b. The Administering Organisation and the Post-Doctoral Researcher must notify VicHealth in writing on becoming aware that any of those persons ceases, or is likely to cease, to hold that position, and may request approval for a replacement Primary Academic Advisor or Post-Doctoral Researcher. VicHealth may grant or refuse such approval in its discretion. If VicHealth refuses approval, it may terminate this Agreement under y below at its discretion.
- c. If any person ceases to hold a position referred to in 1(a), or VicHealth refuses an approval under 1(b), then the Administering Organisation and the Post-Doctoral Researcher must:
 - i. if requested, consult with VicHealth in good faith; and
 - ii. provide such assistance and information as VicHealth may reasonably request; to enable VicHealth to determine whether the Project should proceed, including if it should proceed with an alternative administrating organisation or Post-Doctoral Researcher.
- d. If VicHealth determines that the Project may proceed with one or more alternative parties, then the Administrating Organisation and the Post-Doctoral Researcher (as relevant) will assist VicHealth in transferring responsibility for that Party's role under this Agreement in relation to the Project to an alternative administrating organisation or Post-Doctoral Researcher, and this will include:
 - i. making arrangements for the granting to an alternative party and/or to VicHealth of access to all material (including Project Material, Background Material and Intellectual Property Rights) held by that Party and produced or received in connection with, and for the purposes of, delivering the Project, regardless of the manner of storage;
 - ii. making arrangements for an offer to sell to the alternative party or to VicHealth at fair market value any assets or equipment used by that Party in conjunction with and dedicated solely to the delivery of the Project;
 - iii. making arrangements the handover of any other Party's data to an alternative party and/or to the VicHealth; and
 - iv. signing, entering, or procuring all approvals, assignments, novations, licences, agreements or taking other steps as may be reasonably necessary, including by and from third-parties, to give effect to that transfer.

2. TERMINATION OF THIS AGREEMENT

In addition to the conditions set out in clause 17, VicHealth may terminate this Agreement by written notice if:

- a. without VicHealth's prior approval:
 - i. the Post-Doctoral Researcher ceases to be employed by the Administering Organisation, or either of the Primary Academic Advisor or Post-Doctoral Researcher ceases to hold those positions; or
 - ii. any of the Post-Doctoral Researcher, Primary Academic Adviser, or Post-Doctoral Researcher ceases to be engaged on the Project, or is absent from the Project for more than two months without VicHealth's prior approval; or
- b. in VicHealth's opinion, the Project ceases to pursue the Objectives set out in clause 3 and Schedule A.

Administering Organisation Obligations

1. ADMINISTERING ORGANISATION OBLIGATIONS

Without limitation to its other obligations under this Agreement, the Administering Organisation must:

- a. provide the Post-Doctoral Researcher with access to:
- b. academic mentorship, advice and support;
- c. academic peer and collegial support;
- d. academic professional development opportunities;
- e. support for securing ethical clearance of research led or overseen by the Post-Doctoral Researcher;
- f. library facilities;
- g. administration services for the purposes of contractual management and employment services normally associated with an academic position;
- h. a senior researcher who agrees to be the Primary Academic Adviser;
- i. a senior member of staff (e.g. Head of Department, Chief Executive Officer) who agrees to contribute to the management of Post-Doctoral Researcher's position.

2. ETHICS REQUIREMENTS

The Administering Organisation must ensure that any research funded by VicHealth is conducted in accordance with the *Australian Code for the Responsible Conduct of Research (2018)* and the *National Statement on Ethical Conduct in Human Research 2007 (Updated 2018)*. Ethics approvals required for the project must be obtained and maintained for the duration of the project and copies of these approvals shall be provided to VicHealth within 30 days of approval or as requested.

3. ABORIGINAL LED ORGANISATION

Where the Administering organisation is an Aboriginal Led Organisation as identified in Schedule A then without limitation to its other obligations under this Agreement, the Administering Organisation must ensure that its obligations as an Administering Organisation under clauses 1 and 2 above are met and supplied by an accredited university with which the Aboriginal Led Organisation has entered into a separate agreement.

Post-Doctoral Researcher Obligations

1. POST-DOCTORAL RESEARCHER OBLIGATIONS

Without limitation to its other obligations under this Agreement, the Post-doctoral researcher must:

- a. spend a significant amount of time at VicHealth offices and/or other Partner Organisations;
- b. liaise with the Project Advisor assigned to them by VicHealth and be available to participate in meetings at VicHealth;
- c. work closely with VicHealth staff to develop and agree Project-specific deliverables and requirements, including an annual project plan, meeting schedule, and knowledge translation plan;
- d. collaboratively participate in networks, policy and practice communities, meetings and other forums relevant to the research priority area
- e. meet regularly with the Primary Academic Advisor
- f. maintain close linkages with the Administering Organisation for the purposes of academic advice and mentoring, networking with academic peers and supporting growth in research and evaluation relevant to the grant focus.

Harmful Industries Policy

1. HARMFUL INDUSTRIES POLICY

The Administering Organisation and the Post-Doctoral Researcher agree that:

- a. they have each read VicHealth's Harmful industry relationship funding and procurement policy which may be found at <https://www.vichealth.vic.gov.au/search/vichealth-harmful-industry-relationship-funding-and-procurement-policy>; and
- b. If requested will complete the harmful industry relationship declaration form; and
- c. VicHealth may terminate this agreement in accordance with clause 18.4 if the Administering Organisation or the Post-Doctoral Researcher fail to make this declaration.

COVID-19 Safe Project Delivery Conditions

1. COVID-19 Safe Project Delivery Conditions

The Administering Organisation and the Post-Doctoral Researcher each agree to:

- a. use best endeavours to adopt new COVID safe methods of carrying out the Project and be flexible in its approach;
- b. report to VicHealth on their respective measures to mitigate COVID-19 and provide VicHealth an opportunity to approve measures;
- c. report any COVID-19 related dangers and/or incidents ASAP;
- d. negotiate in good faith with the Parties to reach an alternative approach.

SCHEDULE G – PROJECT WORK PLAN

Project Work Plan to be agreed between the parties on or before 30 December 2021

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ANNEXURE A

Proposal

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