

THE VICTOR CHANG CARDIAC RESEARCH INSTITUTE INNOVATION CENTRE

MASTER AGREEMENT

BETWEEN:

The Victor Chang Cardiac Research Institute (ABN 61 068 363 235) 405 Liverpool Street, Darlinghurst Sydney, New South Wales 2010 (the *Institute*)

And

[XX] (ABN), [address] (the *Customer*).

1 BACKGROUND

- 1.1 The Victor Chang Cardiac Research Institute has established the Victor Chang Cardiac Research Institute Innovation Centre (the *Innovation Centre*) with funding received from the New South Wales Health Administration Corporation.
- 1.2 A condition of the New South Wales Health Administration Corporation funding is that the Institute must prioritise the use of the equipment in the Innovation Centre for research into cardiovascular disease and treatment in New South Wales.
- 1.3 In response to the Customer's request, the Institute has agreed to make available certain Equipment in the Innovation Centre to the Customer on the terms and conditions set out in this Master Agreement.

2 THIS MASTER AGREEMENT AND THE STATEMENT OF WORK

- 2.1 This Master Agreement sets out the general terms and conditions upon which the Institute agrees to use reasonable endeavours to:
 - (a) make the Equipment available for Use by the Customer and / or
 - (b) provide Services to the Customer,in relation to a specific Project set out in a Statement of Work in the form set out in Schedule 1. The Statement of Work will form part of, and be subject to, this Master Agreement. In the event of any inconsistency between the terms of this Master Agreement and any Statement of Work, the terms of this Master Agreement will prevail to the extent of the inconsistency.
- 2.2 The Customer warrants that it has full power and authority to enter into this Master Agreement and the relevant Statement of Work.

3 DURATION OF MASTER AGREEMENT AND STATEMENT OF WORK

- 3.1 This Master Agreement commences on the date of execution and continues until terminated in accordance with the terms of this Master Agreement.

3.2 Each Statement of Work will commence on the Start Date and will continue until the End Date as specified in the Statement of Work, or otherwise until terminated in accordance with the terms of this Master Agreement.

3.3 Upon the execution of each Statement of Work by the last party, a separate contract will arise comprised of this Master Agreement and the relevant Statement of Work.

4 CUSTOMER'S ACKNOWLEDGEMENTS AND WARRANTIES

The Customer acknowledges and agrees that:

Equipment prioritised for cardiovascular disease

4.1 the Institute is required to prioritise use of the Equipment for research into cardiovascular disease and treatment in New South Wales and that the Use of the Equipment and the provision of Services may be delayed, suspended, rescheduled or cancelled to allow such prioritisation;

Materials

4.2 the Customer will provide the Research Materials to the Institute as required by the Institute in relation to the Use or Services prior to the Start Date;

4.3 the Customer will only provide Research Materials which are high quality, fit for purpose and which meet any additional specifications required by the Institute;

4.4 the Customer will obtain approval from the Institute Contact before providing any Research Material that is or contains a hazardous chemical, infectious agent or dual use goods or technology, and the Institute reserves the right to reject any Research Material in its absolute discretion; and

4.5 the Institute will provide reasonable consumables required for the Use or Services;

Information

4.6 the Customer will provide all information reasonably requested by the Institute in relation to the Use or Services prior to the Start Date;

Data storage

4.7 the Data will be stored by the Institute for a maximum of 60 calendar days after its creation, or as otherwise determined by the Institute as specified in the Statement of Work;

Compliance by the Customer and the Customer Personnel

4.8 The Customer will, and will ensure that any Customer Personnel will, at all times:

- (a) comply with reasonable directions of the Institute and all relevant policies, procedures, rules or guidelines that apply at the Institute including those relating to animal use, the responsible and ethical conduct of research, workplace health and safety, workplace behaviour, security, privacy

- and confidentiality;
- (b) obtain and hold all necessary licences, approvals and permits, and make notifications to regulatory authorities, if any, required for the Use or Service (including in relation to the Gene Technology Act 2000) and provide these to the Head of the Innovation Centre (or similar position) prior to the Start Date;
 - (c) comply with all applicable laws including in relation to biological, ethical, radiation or national security requirements and all ethics, codes and guidelines adopted by the National Health and Medical Research Council, the Office of the Gene Technology Regulator, the Department of Defence and all other relevant regulatory agencies operating in Australia;
 - (d) ensure the Use and the Services and the application of the Data will be in accordance with the philosophy of the health care services of the Mary Aikenhead Ministries;
 - (e) only use the Equipment, Services and Data for the sole purposes of the Project and not use the Equipment, Services or Data in a manner that could be used for military purposes or for the development of biological weapons; and
 - (f) not use the Equipment, Services or Data in a manner that infringes any third party's rights including Intellectual Property right.

No warranty by the Institute

4.9 The Customer acknowledges and agrees that:

- (a) it has satisfied itself as to the suitability of the Equipment, Services and Training (as applicable) and has not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of the Institute that has not been stated expressly in this Master Agreement or in the relevant Statement of Work;
- (b) to the fullest extent permitted by law, unless expressly provided for in this Master Agreement, the Institute does not make any warranty, representation or guarantee, express or implied, with respect to:
 - (i) the Use, Services or Data including the integrity, reliability, accuracy, currency or completeness or whether the aims of the Project will be achieved, and
 - (ii) whether the Use, Services or Data will not infringe the rights of any third party, including any Intellectual Property rights;
- (c) to the fullest extent permitted by law and subject always to clause 16.3, the Institute excludes all warranties, conditions, guarantees, terms, representations and undertakings, other than as

expressly set out in this Master Agreement, whether express, implied or verbal, statutory or otherwise, and whether arising under this Master Agreement or otherwise, including, without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose.

4.10 Failure by the Customer or any Customer Personnel to comply with clause 4 will give the Institute the right to terminate this Master Agreement and/or the relevant Statement of Work.

5 ADDITIONAL ACKNOWLEDGMENT AND AGREEMENT FOR USE OF THE EQUIPMENT

Where the Institute agrees to make the Equipment available for Use by the Customer:

5.1 the Institute grants the Customer a limited, non-exclusive and revokable right for its Personnel named in the relevant Statement of Work to access the Premises to Use the Equipment on the terms set out in this Master Agreement and the Statement of Work for the sole purpose of the Project;

5.2 the Customer will, and will ensure that any Customer Personnel will, at all times:

- (a) only access those parts of the Premises necessary to Use the Equipment or for Training and not access or use any other facility or equipment located at the Premises unless agreed to in writing by the Institute;
- (b) only access the Premises in compliance with the Statement of Work (including access times);
- (c) comply with any safe work procedures or site inductions and any other reasonable directions of the Institute and its Personnel;
- (d) unless the Use is for Training, be fully trained and competent to Use the Equipment and undertake any additional training reasonably requested by the Institute;
- (e) not interfere with or damage the Equipment, the Premises or any other property or possessions of the Institute or of any other person; and
- (f) immediately notify the Institute Contact, as specified in the Statement of Work, of any malfunction of, breakdown of or damage to the Equipment.

5.3 Failure by the Customer or any Customer Personnel to comply with this clause 5 will give the Institute the right to immediately terminate this Master Agreement and /or the relevant Statement of Work.

6 ACCESS TO ANIMAL HOUSING FACILITY

6.1 The Parties acknowledge that it may be necessary for the Customer to access and use the animal housing facility available at the Premises to enable the Use or Service, in which case the Customer and the Institute will execute a separate services agreement in relation to that facility.

7 INTELLECTUAL PROPERTY

- 7.1 Each party represents and warrants that it is the owner of, or is otherwise entitled to provide, their respective Background Intellectual Property. Nothing in this Master Agreement grants any party any right, title or interest to the other party's Background Intellectual Property.
- 7.2 Each party agrees to make its Background Intellectual Property available during the term of this Master Agreement as required in order to enable the Use or provision of the Service.
- 7.3 All Intellectual Property in and to any improvements or modifications to a party's Background Intellectual Property arising out of the Use or Service will vest on their creation or acquisition in that party solely and absolutely, and the other party will execute all documents, forms and authorisations and do all acts and things where necessary to give effect to this.
- 7.4 Each party agrees to take all reasonable precautions and steps to protect the Background Intellectual Property of the other party and to give the other party prompt notice of any infringement of the other party's Background Intellectual Property which comes to their attention.
- 7.5 Unless otherwise agreed in writing by the parties, all New Intellectual Property will vest on its creation or acquisition in the Customer solely and absolutely and the Institute will do all acts and things at the Customer's cost where necessary to give effect to this. The Customer grants the Institute a non-exclusive, royalty-free, fully paid up, perpetual, worldwide license (with the right to sublicense) to use any New Intellectual Property for the Institute's internal, non-commercial research and teaching purposes only.

8 CONFIDENTIALITY AND PRIVACY

- 8.1 Each party must not, and must ensure that its Personnel do not:
- (a) use or disclose any Confidential Information of the other party for any purpose other than as necessary for the Use or Services;
 - (b) retain any Confidential Information of the other party other than as reasonably necessary for the Use or Services, as required by law to comply with any corporate governance or other legal requirements;
 - (c) disclose any Confidential Information of the other party to any other person, other than as required:
 - (i) by law or any relevant government authority provided that, the party shall, where legally permitted to do so, immediately notify the other party of such disclosure requirement so that the other party may seek protective measures to limit or prevent disclosure and

the party shall use all reasonable efforts to assist the other party to limit the scope of such disclosure to the extent compelled by law;

- (ii) to its Personnel strictly on a need to know basis for the purposes of performing this Master Agreement or the relevant Statement of Work; or
- (iii) with the prior written consent of the other party.

8.2 Each party must ensure that its Personnel to whom Confidential Information of the other party is disclosed are bound by all necessary confidentiality undertakings on terms no less onerous than in clause 8.

8.3 Each party must notify the other party of any disclosure of Confidential Information contrary to this clause.

8.4 Each party acknowledges that damages may be inadequate compensation for breach of this clause 8 and, subject to the court's discretion, that the other party may restrain, by an injunction or similar remedy, any conduct or threatened conduct which may, or will be a, breach of this clause.

8.5 Subject to paragraph 8.1(b) each party agrees to destroy or immediately return all Confidential Information of the other party upon termination of this Master Agreement.

8.6 These confidentiality obligations apply for two years after termination of this Master Agreement and /or the relevant Statement of Work.

8.7 The obligations of the Institute under this clause 8 are subject to the obligations of the Institute to meet reporting requirements to the NSW Health Administration Corporations, as set out in clause 12.

9 PRIVACY

9.1 To the extent that either party collects, holds or handles Personal Information in connection with this Master Agreement or a related Statement of Work, the party agrees to comply with all Privacy Laws. Without limitation, each party agrees:

- (a) to ensure it has provided all notices or obtained all consents necessary to enable any Personal Information provided to the party in connection with this Master Agreement or a Statement of Work to be used and disclosed as contemplated by the Master Agreement and any applicable Statement of Work;
- (b) to take all reasonable steps to protect Personal Information from misuse, interference, loss and unauthorised access, modification or disclosure;
- (c) not to use or disclose Personal Information collected, or held in connection with this Master Agreement or a Statement of Work except to the extent necessary to perform its obligations

under this Master Agreement or Statement of Work, or as expressly permitted by the disclosing party, as permitted or required by law, or to the extent it has separately obtained that individual's consent to do so; and

- (d) to notify the other party as soon as reasonably possible on becoming aware:
- (i) that use or disclosure of Personal Information collected or held in connection with this Master Agreement or a Statement of Work is required or authorised by law;
 - (ii) of any unauthorised access to, unauthorised disclosure of, or loss of, such Personal Information; or
 - (iii) of any complaint in relation to the party's handling of such Personal Information.

10 PAYMENT

- 10.1 The Institute will invoice the Customer as specified in the Statement of Work or as otherwise determined by the Institute. The Customer agrees to pay the Fees within 14 calendar days of the date of the invoice.
- 10.2 The Customer agrees that the Fees may be subject to variation depending on the actual Use or Service. The Institute will advise the Customer in writing of any variation to the Fees as soon as practicable after determining if an increase in Fees is required.
- 10.3 To the extent that any supply made under or in connection with this Master Agreement is a taxable supply, the Customer must pay, in addition to the consideration to be provided under this Master Agreement an additional amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply. The Institute must issue a tax invoice to the Customer of a supply to which this clause applies no later than the time at which it receives the GST inclusive consideration for that supply. Words used in this clause which have a defined meaning in the GST Act have the same meaning in this Master Agreement.

11 PUBLICATION

- 11.1 If the Customer wishes to make any public statement, presentation or publication (including as part of a thesis for the award of a doctorate) which includes, or states results or conclusions in relation to or based on the Use of the Equipment, the Services, the Data or the Training, it will:
- (a) provide a copy of the proposed public statement, presentation or publication to the Head of the Innovation Centre (or similar position) at least 7 days prior to publication or presentation;
 - (b) acknowledge the contribution of the Institute in any publication in the following manner:

“Victor Chang Cardiac Research Institute Innovation Centre, funded by the NSW Government”.
- 11.2 A party may not use the other party's name or other indicia (including without limitation, logos), nor

make any representation that the Institute or any of its Personnel endorses the Customer's products or services without the prior written consent of that other party.

12 REPORTING OBLIGATIONS

12.1 The Customer acknowledges that the Institute is required to provide information to the New South Wales Health Administration Corporation with respect to the Innovation Centre including details of:

- (a) projects undertaken at the Innovation Centre;
- (b) grant funding awarded in relation to the Innovation Centre;
- (c) key collaborations associated with the Innovation Centre; and
- (d) the journal articles and technologies produced using the Innovation Centre

12.2 The Customer agrees to provide the Institute with any information required by the Institute to enable it to meet its obligations under paragraph 12.1 and any other associated reporting obligations and consents to the reporting of the information about it, its Personnel and its Project to the New South Wales Health Administration Corporation.

13 INDEMNITY

13.1 Subject to clause 13.2 below, the Customer agrees to indemnify, defend and hold harmless the Institute and its directors, officers, employees, representatives, agents and licensors (***Indemnified Parties***) against all costs, harm, liabilities, damages, expenses, claims, demands, judgements or other losses (together, the ***Losses***) to the extent arising in connection with this Master Services Agreement or a Statement of Work in relation to:

- (a) damage to, or loss of tangible property caused by the Customer or any Customer's Personnel;
- (b) personal injury, or death of any person caused by the Customer or any Customer's Personnel;
- (c) claims by a third-party alleging infringement of their Intellectual Property rights arising from the Use of the Equipment, the provision of the Services or the Data in accordance with the Customer's instructions;
- (d) use of the Data, and information obtained in the Use or Services or the New Intellectual Property by the Customer or any Customer's Personnel;
- (e) the use by the Institute of Research Materials;
- (f) wilful misconduct, negligence or breach of this Master Agreement or a Statement of Work by the Customer or any Customer's Personnel,

and the Institute holds the benefit of those indemnities on trust for the Indemnified Parties.

13.2 The indemnity in clause 13.1 is reduced proportionately to the extent that such Losses are directly caused by the negligence, wilful misconduct or breach of contract by the Institute.

14 INSURANCE

14.1 Each party must obtain and maintain all appropriate insurances to cover their respective activities or obligations under or in connection with this Agreement including:

- (a) commercial general liability and products liability insurance or equivalent of not less than \$20,000,000 per occurrence;
- (b) professional indemnity insurance or equivalent of not less than \$10,000,000 per occurrence; and
- (c) workers' compensation insurance or self-insurance as required by law,

and each party agrees to provide to the other party certificates of insurance evidencing that party's compliance with this clause on request.

15 TERMINATION

15.1 Either party may terminate this Master Agreement or any Statement of Work:

- (a) by giving 30 days' prior notice in writing to the other party; or
- (b) immediately by written notice to the other party if a Default Event occurs in relation to that party.

15.2 Without limitation, the Institute may immediately, by notice in writing to the Customer, terminate the Master Agreement or a Statement of Work if the Customer, or any Customer's Personnel, fails to comply with clauses 4 or 5 where applicable.

15.3 On termination of this Master Agreement, any existing or outstanding Statements of Work will also be automatically terminated. For the avoidance of doubt, termination of a particular Statement of Work will not terminate this Master Agreement or any other Statement of Work which shall continue on foot.

15.4 Termination under this clause will be without prejudice to any rights that may have accrued by either party before termination and all sums due to the Institute will be payable in full when termination takes effect.

15.5 The following clauses and any other clause or subclause which by their nature are intended to survive termination, shall survive the expiration or termination of this Master Agreement: 7-9, 11 – 14, 15.3-15.6, 16-19.

15.6 On termination of this Master Agreement or relevant Statement of Work:

- (a) each party must immediately cease all use of the other party's Background Intellectual Property and must return or destroy all materials that contain or refer to the other party's Background Intellectual Property, and, the Institute will either return or destroy (at the Institute's option) the Research Materials provided by the Customer that may be in possession or control of the Institute;
- (b) the Customer will immediately cease accessing the Premises and Using the Equipment and the Institute will immediately cease providing the Services;
- (c) the Institute will provide the Customer with all Data obtained up until the date of termination.

16 LIMITATION OF LIABILITY

16.1 Other than in respect of the indemnity in clause 13.1, to the fullest extent permitted by law, neither party's aggregate liability to the other under the Master Agreement and/or a Statement of Work (howsoever arising, whether under contract, tort (including negligence), statute or otherwise) will exceed:

- (a) in respect of liability under the Master Agreement unrelated to an executed Statement of Work, AUD5,000, and
- (b) in respect of a Statement of Work, the total Fees paid or payable by the Customer in relation to the relevant Statement of Work.

This clause does not apply in relation to the Customer's liability to pay the Fees under this Master Agreement or any relevant Statement of Work.

16.2 Under no circumstances will a party be liable to the other under this Master Agreement or relevant Statement of Work, in contract, tort (including negligence), statute or otherwise in respect of any special, indirect, or consequential loss or damage, any loss of profits, production or revenue, loss of anticipated savings or business opportunities, business interruption, or loss of data.

16.3 The limitations on the Institute's liability contained in this contract are made to the full extent permitted by law. Nothing in this contract restricts the effect of warranties or conditions which may be implied by law or any other rights or remedies which cannot be excluded, restricted or modified. Subject to those laws, to the extent to which the Institute is entitled to do so, its liability under such implied conditions or warranties or other rights or remedies, shall be limited at its option to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods;
 - (ii) the repair of the goods;

- (iii) the supply of equivalent goods; or
 - (iv) payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (v) the payment of the cost of having the goods repaired.
- (b) in the case of services, any one or more of the following:
- (i) the re-supply of the relevant services; or
 - (ii) payment of the cost of having the relevant services re-supplied.

17 DISPUTE RESOLUTION

- 17.1 If any dispute arises out of, or in relation to this Master Agreement, a party may not commence any court proceedings or arbitration relating to the dispute unless that party has complied with this clause 17, except where the party seeks urgent interlocutory relief.
- 17.2 A party claiming that a dispute has arisen under this Master Agreement must give written notice to the other party, specifying the nature of the dispute, within 14 days of the dispute arising. On receipt of that notice, the parties must endeavour to resolve the dispute expeditiously and amicably in a manner that preserves the ongoing relationship between the parties before resorting to any legal proceedings.
- 17.3 If the parties cannot resolve the dispute within 30 days of the written notice referred to in clause 17.2, the dispute will be referred to mediation in Sydney, Australia in accordance with and subject to the Australian Disputes Centre Guidelines for Commercial Mediation (**ADC Guidelines**), as amended or replaced from time to time. The Terms of the ADC Guidelines are hereby incorporated into this Master Agreement.

18 GENERAL

- 18.1 This Master Agreement including any executed Statement of Works constitute the entire understanding between the parties regarding its subject matter.
- 18.2 This Master Agreement may only be amended or varied by mutual agreement of the parties in writing.
- 18.3 Nothing contained in this Master Agreement constitutes the parties as a joint venture, partners, agents or employees of the other.
- 18.4 This Master Agreement is governed by and construed according to the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts and tribunals of that State.
- 18.5 Neither party may assign or transfer any of its rights or obligations under this Master Agreement to any person without the prior written consent of the other party.
- 18.6 Waiver of any provision of or right under this Master Agreement must be in writing signed by the party

entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.

- 18.7 If any provision of this Master Agreement is held to be invalid, unenforceable or illegal for any reason, the validity, enforceability or legality of the remaining provisions of this Master Agreement will not in any way be affected or impaired, and this Master Agreement must be construed so as to most nearly give effect to the intent of the parties as it was originally executed.
- 18.8 A notice given under this Master Agreement must be in writing and in English and will be deemed sufficiently given or delivered pursuant to this Master Agreement if directed to the party for whom it is intended at the following addresses:
- (a) if to Institute, at the address specified on page 1,
 - (b) if to the Customer, at the address specified on page 1,
- or such other addresses and contact details as the parties may notify from time to time.
- 18.9 Notice under clause 18.8 is to be regarded as given by the sender and received by the addressee:
- (a) if by delivery in person, when delivered to the addressee;
 - (b) if by post, five Business Days from and including the date of posting;
 - (c) if by facsimile transmission, when the sender's machine generates a correct facsimile transmission report;
 - (d) if by email, one Business Day after sending to the correct email address.
- 18.10 A reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it; reference to a party includes that party's personal representatives, successors and permitted assigns.
- 18.11 This Master Agreement may be executed in counterparts. All counterparts taken together will be taken to constitute one agreement. An executed counterpart may be delivered by facsimile or other electronic means.

19 DEFINITIONS AND INTERPRETATION

The following definitions apply in this Master Agreement, unless the context otherwise requires:

Background Intellectual Property means all drawings, specifications, processes, techniques, samples, specimens, prototypes, designs, research and development results, test results, and other technical and scientific information in respect of each party and includes Intellectual Property which:

- (a) is specified in the Statement of Work;

- (b) in the case of both parties, is owned by that party prior to the Start Date or acquired by that party after the Start Date but independently of this Master Agreement and which is identified in writing, either at the Start Date or during the Term; and
- (c) in the case of the Institute, includes all know-how, techniques, processes, algorithms and other technical information in connection with the Equipment, the Equipment itself, the Services and/or the Training.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State of New South Wales, Australia.

Confidential Information means any proprietary information and/or data, technical data, trade secrets or knowhow, including but not limited to, pre-clinical data, clinical trial data and other research information, in any form or media, and including the terms of this Master Agreement, other than information which:

- (a) was publicly available at the time of its disclosure or subsequently becomes publicly available otherwise than through breach by the receiving party;
- (b) came into the hands of the receiving party by lawful means and without breach of any obligation of confidentiality by any third party; or
- (c) was, in fact, known to the receiving party prior to its disclosure to that party.

Data means the results, product or information generated by the Use of the Equipment or the provision of the Services as set out in the Statement of Work.

Default Event in respect of a party, means that the party:

- (a) is in material breach of any of its obligations under this Master Agreement and, if that breach is capable of being remedied, the breach is not remedied within ten (10) Business Days after receipt of a notice to remedy that breach;
- (b) is in material breach of any of its obligations under this Master Agreement and that breach is not capable of being remedied; or
- (c) is or becomes Insolvent.

End Date means the end date as specified in the Statement of Work.

Equipment means the equipment specified in the Statement of Work and includes other facilities made available at the discretion of the Institute that are required to enable Use of the Equipment or the provision of the Service.

GST means the goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Innovation Centre means the Victor Chang Cardiac Research Institute Innovation Centre situated at the Premises.

Insolvent means, in relation to a party, when the party:

- (a) suffers the appointment of an administrator, receiver, manager, receiver and manager, liquidator or provisional liquidator or external controller; or
- (b) being a body corporate:
 - (1) is wound up or is dissolved; or
 - (2) proposes a reorganisation, moratorium or other form of administration involving any such arrangement, composition, compromise or assignment or begins any negotiations for any such purpose or begins any negotiations for the purpose of any rescheduling or readjustment of all or a material part of its monetary obligations,
other than to carry out an amalgamation or reconstruction while solvent; or
- (c) being a body corporate is, or states that it is, unable to pay its debts when they fall due or is deemed unable to pay its debts under any applicable legislation (other than as a result of a failure to pay a debt or claim which is the subject of a good faith dispute); or
- (d) being a body corporate, enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors generally or any class of its creditors or proceedings are commenced to sanction any such arrangement, composition, compromise or assignment; or
- (e) ceases, or threatens to cease, to carry on business; or
- (f) being a natural person, commits or suffers an act of bankruptcy; or

takes any steps to obtain protection or is granted protection from its creditors under the laws of any applicable jurisdiction.

Intellectual Property means any and all:

- (a) current and future, registered and unregistered rights in respect of copyright, designs, semiconductor or circuit layouts, trade marks, trade names, patents, inventions and discoveries;
- (b) applications for grant of any of the above;
- (c) other rights of a similar nature arising (or capable of arising) under statute or at common law in the Commonwealth of Australia or anywhere else in the world; and

(d) other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.

New Intellectual Property means all Intellectual Property in any data, research papers, test results, experiments, products and items arising out of the Use of the Equipment and/or the provision of the Services and / or Training, that is not an improvement or modification of Background IP .

Personal Information has the same meaning as in the Privacy Laws.

Personnel means, in relation to a party, the officers, employees, agents and contractors (including students) of that party.

Premises means the Victor Chang Cardiac Research Institute at 405 Liverpool Street, Darlinghurst, New South Wales 2010.

Privacy Laws means any law applicable to the collection, use, handling or disclosure of personal information and includes: (i) the *Privacy Act 1988* (Cth) and associated regulations; and (ii) Australian State and Territory privacy, data protection and health records legislation and associated regulations.

Project means the project as specified in the Statement of Work.

Research Materials means the materials as specified in the Statement of Work.

Services means the services related to the Equipment for the purposes of the Project, as set out in the Statement of Work.

Start Date means the start date for a Project as specified in the Statement of Work.

Training means the training in relation to facilities and / or Equipment as set out in the Statement of Work.

Use means the use of the Equipment for the purposes of the Project or for Training as set out in the Statement of Work.

Executed as an Agreement on **[INSERT DATE OF THE LAST PARTY'S SIGNATURE]**

The signatory for the Customer warrants and represents that they have all power and authority to sign on behalf of and bind the Customer.

Signed for and on behalf
of **[INSERT CUSTOMER NAME]**
by its duly authorised representative

Signature of authorised representative

Name of authorised representative
(please print)

The signatory for the Victor Chang Cardiac Research Institute warrants and represents that they have all power and authority to sign on behalf of and to bind the Institute.

Signed for and on behalf
of **VICTOR CHANG CARDIAC RESEARCH
INSTITUTE**
by its duly authorised representative

Signature of authorised representative

Name of authorised representative
(please print)

PROJECT TITLE	
RATIONALE OF THE EXPERIMENTS PLANNED	
PROPOSED EXPERIMENTAL DESIGN AND WORK PLAN	
PURPOSE OF THE WORK [RESEARCH/COMMERCIAL]	
ESTIMATED USAGE TIME	
WORKING RESOURCES	
PROJECT FUNDING DETAILS	
OTHER RELEVANT DETAILS	
PARTICULARS	
EQUIPMENT	[X]
TERM	Start Date: [INSERT DATE] End Date: [INSERT DATE]
FACILITY	[X]
USE / SERVICE (See below for details)	<input type="checkbox"/> Use [note if includes Training] <input type="checkbox"/> Service
DETAIL OF USE	[X]
APPROVED ACCESS TIME FOR USE OF EQUIPMENT (CLAUSE 4.3(B))	[INSERT DETAILS eg Monday to Wednesday between 9am – 4pm]
DETAIL OF SERVICE	[INSERT DETAILS OF SERVICE [IF APPLICABLE]]
DATA GENERATION	[INSERT DETAILS OF DATA AIMED TO BE GENERATED]

DATA ANALYSIS	[INSERT DETAILS OF DATA ANALYSIS [IF APPLICABLE]]
DATA STORAGE TIME LIMIT (if other than 60 days) (clause 9.1(b))	[INSERT DETAILS OF LENGTH OF TIME FOR DATA RETENTION]
OTHER RELEVANT DETAILS (eg collaborative arrangement)	INSERT DETAILS [IF APPLICABLE]
RESEARCH MATERIALS (PROVIDED BY CUSTOMER)	INSERT RESEARCH MATERIALS
APPROVALS REQUIRED	<input type="checkbox"/> HREC Project number <input type="checkbox"/> Animal Ethics Committee ARA/Training <input type="checkbox"/> Pharmaceutical Services NSW Health <input type="checkbox"/> OGTR/IBC assessment <input type="checkbox"/> Defence Trade Controls/ AUSGEL <input type="checkbox"/> EPA Radiation user license <input type="checkbox"/> Other
RISK ASSESSMENT OR SAFE WORK PROCEDURE COMPLETED BY CUSTOMER	<input type="checkbox"/> Yes – please attach <input type="checkbox"/> No
THE INSTITUTE BACKGROUND INTELLECTUAL PROPERTY	TO BE INSERTED
CUSTOMER BACKGROUND INTELLECTUAL PROPERTY	TO BE INSERTED
FEES	TO BE INSERTED (exclusive of GST) [Fees should enable Institute to recoup cost of consumables]

<p>PAYMENT</p>	<p><input type="checkbox"/> In advance</p> <p>Note that significant Projects require a portion of upfront payment</p> <p><input type="checkbox"/> In arrears</p> <p>[Insert further payment details eg weekly/monthly invoicing, deposit required]</p>
<p>ADDITIONAL TERMS AND CONDITIONS</p>	
<p>ADDITIONAL TERMS CONDITIONS</p>	

By executing this Statement of Work the Parties agree that they have read and understood, and agree to be bound by the Master Agreement dated [INSERT] and this Statement of Work:

Executed as an Agreement on [INSERT DATE OF THE LAST PARTY'S SIGNATURE]

The signatory for the Customer warrants and represents that they have all power and authority to sign on behalf of and bind the Customer.

Signed for and on behalf
of [INSERT CUSTOMER NAME]
by its duly authorised representative

Signature of authorised representative

Name of authorised representative
(please print)

The signatory for the Victor Chang Cardiac Research Institute warrants and represents that they have all power and authority to sign on behalf of and to bind the Institute.

Signed for and on behalf
of **VICTOR CHANG CARDIAC RESEARCH
INSTITUTE**
by its duly authorised representative

Signature of authorised representative

Name of authorised representative
(please print)