Master Research Agreement

AGREEMENT DETAILS

Agreement Date	The date that this Agreement is executed by the last party to it.		
Party Details	Name:	The University of New South Wales, a body corporate established pursuant to the *University of New South Wales Act 1989* (NSW) (**UNSW**)	
	ABN:	57 195 873 179	
	Address:	UNSW Sydney NSW 2052, Australia	
	UNSW Contact for Legal Notices:	Attention	Director, Research Grants and Contracts Research Grants and Contracts Level 3, Rupert Myers Building South Wing UNSW NSW 2052, Australia
		Email	MyResearch.rgc@unsw.edu.au
		Phone	+61 2 9065 8491
Sponsor	Name:	[LEGAL NAME]	
	ABN or ACN or other registration number:	[INSERT NUMBER] [ABN search for Australian entities at **ABN *lookup***]	
	Address:	[REGISTERED ADDRESS OR STREET ADDRESS AND COUNTRY IF A FOREIGN PARTY]	
	Contact for Legal Notices:	Name/Position:	[insert] [This person should be the organisation contact not the researcher, project manager or agreement contact]
		Email:	[insert]
Agreement Start Date	The Agreement Date OR [DATE]		

As per previously agreed terms

Agreement Completion Date	[DATE] OR [EVENT i.e. the date of completion of the last Project under this Agreement]
Project	The Projects entered into by the parties in accordance with any Project Schedules (using the template in Annexure A)

As per previously agreed terms

EXECUTION

Executed as an agreement

Signed for and on behalf of UNSW by its authorised representative:

Signature	Date
Name of authorised representative	Position

Signed for and on behalf of [insert company name] by its authorised representative:

Signature	Date
Name of authorised representative	Position

As per previously agreed terms

GENERAL TERMS

1 Definitions and interpretation

1.1 Definitions

In this Agreement, the following capitalised words have the following meaning.

Affiliate of a party means an entity who, directly or indirectly, Controls or is Controlled by or is under common Control with a party.

Agreement means this agreement between UNSW and the Sponsor once executed.

Background IP means Intellectual Property Rights owned or controlled by a party as at the Project Start Date, including any described in a Project Schedule, or acquired or developed by a party (whether alone or jointly with any other person) independently of a Project, in each case which that party makes available to the other parties for the performance of the relevant Project.

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

Commercialise means in relation to Relevant IP, to:

(a) manufacture, sell, import, hire out goods or provide a service (or offer to do any of those things), based on or incorporating the Relevant IP;

(b) otherwise 'exploit' or exercise the rights of the owner of the Relevant IP; or

(c) license any third party to do any of those things mentioned in paragraph (a) or (b) regardless of whether any revenue is generated or intended to be generated.

Confidential Information means all information related to:

(a) the Project, and

(b) all other information disclosed by a party (**Discloser**) to the other party (**Receiving Party**) or which the Receiving Party otherwise becomes aware of during the Term or before the Project Start Date, that is:

(i) imparted in circumstances of confidence, or

(ii) by its nature reasonably to be considered the confidential information of the Discloser or of a person to whom the Discloser owes a duty of confidence,

(iii) in each case, irrespective of the medium or means of disclosure or whether the disclosure is made directly or indirectly either by or to the Receiving Party or by the Discloser's Personnel, Affiliates or Related Bodies Corporate but does not include any Excluded Information.

Committed means, at a particular date, funds that the party:

(a) is contractually and irrevocably obliged to pay to a third party in respect of the Project; and

(b) are identified in a written contractual arrangement between the party and that third party.

Control has the meaning given to that term in section 50AA of the Corporations Act.

Corporations Act means the Corporations Act 2001 (Cth).

Dispute means a dispute arising out of or relating to this Agreement including a dispute about the breach, termination, validity, or subject matter of this Agreement, or a claim in equity or in tort relating to the performance or non-performance of this Agreement.

Excluded Information means information that:

(a) is wholly in the public domain other than due to a breach of this Agreement or any other obligation of confidentiality;

(b) was known by a Receiving Party at the time of disclosure by the Discloser or is subsequently disclosed to the Receiving Party by someone other than the Discloser and the information was not acquired directly or indirectly through a breach of this Agreement or any other obligation of confidentiality, or

(c) is independently developed by the Receiving Party without any reference to or reliance on the Confidential Information.

Excluded Loss means any special, indirect or consequential Loss arising under or in connection with this Agreement, including any loss of profits, loss of anticipated savings or loss of reputation.

Force Majeure Event means an event outside the reasonable control of the affected party (except for a lack of funds) and that could not have been prevented by that party taking all reasonable steps, and includes without limitation natural disasters (i.e. floods, tornadoes, earthquakes, hurricanes), acts of people (i.e. acts of terrorism, riots, strikes, wars), epidemics, pandemics, quarantine and government action.

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) as amended or replaced from time to time.

Improvement means any modification, enhancement, development or improvement to any Background IP

As per previously agreed terms

made by a party in the course of performing the Project.

Insolvency Event means, with respect to a party:

(a) a liquidator is appointed to the party;

(b) the party applies to be voluntarily deregistered;

(c) the party resolves to wind itself up; or

(d) the party receives a notice from the Australian Securities and Investments Commission that it is to be deregistered, unless the deregistration process is stopped within one month after that notice.

Intellectual Property Rights means any inventions, patents, trademarks, service marks, design rights, database rights (whether registered or otherwise) and any applications, renewals and extensions for these, copyright, know-how, trade or business names and all other intellectual or industrial property rights anywhere in the world, whether or not registered or capable of registration and any associated goodwill.

Key Personnel means those Personnel specified in each Project Schedule to perform the Project or as agreed in writing between the parties.

Law means any applicable statute, regulation, by-law, ordinance, rule, proclamation, subordinate legislation, order in council, any other instrument of a legislative character, and court rules, that are in force from time to time in Australia (whether made by a State, Territory, the Commonwealth, or a local government) or elsewhere, and includes the common law and rules of equity as applicable from time to time.

Loss means liabilities, expenses, charges, claims, losses, damages and costs (including legal cost on a full indemnity basis) whether incurred by or awarded against a party.

Material means all materials in any form including all data, information, records, documents, databases and software (including source code and object code), other works and material and the subject matter of any category of Intellectual Property Rights.

Personal Information means personal information as defined in the *Privacy Act 1988* (Cth).

Personnel means any employee, officer, principal, agent, contractor, student or volunteer of a party.

Privacy Laws means the *Privacy and Personal Information Protection Act 1998* (NSW), the *Privacy Act 1988* (Cth) and laws, principles, codes and policies relating to the collection, use, disclosure, storage and access to Personal Information in the jurisdiction where a party is located.

Project means the project and activities described in a Project Schedule.

Project Completion Date means the scheduled completion date for the Project specified in the Agreement Details.

Project IP means all Intellectual Property Rights created or developed as part of performing the Project but does not include Intellectual Property Rights in Background IP, Improvements, and copyright in a Student's thesis.

Project Schedule means a schedule setting out the details of a specific Project between the parties, based on the template in Annexure A of this Agreement.

Project Start Date means the start date for the Project specified in the Agreement Details.

Publication means any manuscript, abstract, article, thesis, paper or other work intended for publication; any visual or oral presentation; or any poster, electronic or web presentation.

Related Body Corporate has the meaning given to that term in section 9 of the Corporations Act.

Relevant IP means Project IP or Background IP (as applicable).

Sponsor means the sponsor identified in the Agreement Details.

Student means a student who is enrolled at UNSW or the Sponsor and involved in the Project.

Tax Invoice has the same meaning as in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).

Taxable Supply has the same meaning as in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).

Term means the period commencing on the Project Start Date and ending on the Project Completion Date, unless terminated earlier in accordance with clause 12.

1.2 Interpretation

Unless the context requires otherwise:

(a) Reference to:

(i) one gender includes the others;

(ii) the singular includes the plural and the plural includes the singular;

(iii) a person includes a partnership, a joint venture, an unincorporated association, a corporation and a government or statutory body or authority;

(iv) this or any other document includes the document as novated, varied or replaced and despite any change in a party's identity;

(v) a party includes the party's executors, administrators, successors and permitted assigns;

(vi) dollars means Australian dollars unless otherwise stated.

(b) "Including" and similar expressions are not words of limitation.

As per previously agreed terms

(c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(d) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement.

(e) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

(f) A reference to a term in the Agreement Details which is not separately defined has the meaning specified in the Agreement Details.

2 Term and Schedules

2.1 Term

Unless terminated earlier in accordance with its terms this Agreement commences on the Agreement Start Date and ends on the Agreement Completion Date or other date agreed by the parties in writing.

2.2 Completion of Project Schedules

(a) Each time the Sponsor requires UNSW to work on a Project, the parties will discuss the Sponsor's specific requirements and the details for that Project in good faith. When the parties have finalised the details, the parties will prepare and sign a 'Project Schedule' in the form of the template set out in Annexure A.

(b) Once executed by the parties, the Project Schedule will form a binding obligation on the parties in relation to the Project consisting of:

(i) the terms of this Agreement; and

(ii) the terms in the Project Schedule.

(c) The parties may include Special Conditions in a Project Schedule that may be appropriate for the particular circumstances of a Project (for example, if the Project is being undertaken pursuant to funding being provided to the Sponsor by a government body under a funding agreement entered into by the Sponsor). Those supplemental terms form part of this Agreement.

(d) To the extent of any inconsistency between any of the terms that form this Agreement, the order of priority for resolving that inconsistency will be determined as follows (from highest to lowest):

(i) a Project Schedule; and

(ii) the General Terms of this Agreement.

3 Performance of a Project

3.1 Term of each Project

UNSW must, in accordance with any Project Schedule:

(a) start a Project on the Project Start Date;

(b) carrying out the Project in accordance with the Project Plan; and

(c) use reasonable endeavours to complete the Project on or near the Project Completion Date.

3.2 Obligations

(a) UNSW must carry out the Project:

(i) in accordance with the Project Schedule;

(ii) using Key Personnel (if any);

(iii) with due skill and care in accordance with generally accepted professional, scientific and ethical principles and standards applicable to the Project; and

(iv) in compliance with all then current applicable laws and regulations.

(b) UNSW must maintain complete and accurate records regarding the conduct and conclusions of a Project.

(c) UNSW may subcontract the performance of any part of a Project but UNSW will remain responsible to the Sponsor for the performance of that Project.

3.3 Uncertainty of outcome

The parties acknowledge that research work is of its nature uncertain and that particular outcomes, conclusions or results from a Project cannot be guaranteed. UNSW makes no warranty, representation or prediction that a Project will lead to any particular outcome or result.

3.4 Key Personnel

(a) UNSW will ensure that the Key Personnel specified in a Project Schedule, or such other person(s) as agreed by the parties in writing from time to time, are involved in and carry out the relevant Project.

(b) UNSW:

(i) must notify the Sponsor if any of its Key Personnel (other than a Student) become unable to perform a Project; and

(ii) must use reasonable endeavours to replace its Key Personnel (other than a Student) with other suitable Personnel acceptable to the Sponsor.

(c) If UNSW is unable to replace its Key Personnel (other than a Student) in accordance with clause 3.4 resulting in UNSW being unable to complete a Project, this will constitute a Force Majeure Event. If UNSW is unable to replace a Student, UNSW may opt to continue to perform the Project without the Student.

As per previously agreed terms

3.5 Ethics and other approvals

(a) The parties acknowledge that a Project may require ethics and/or biosafety approvals as a matter of Law or policy by a party's ethics or biosafety committees and/or a Government Agency. The relevant party must use reasonable endeavours to promptly obtain that approval.

(b) The parties are not required to commence any Project before such approvals are obtained.

(c) If a party is unable to obtain any required approval, it will notify the other party and the relevant Project Schedule may be immediately terminated on written notice by a party.

4 Sponsor's Obligations

(a) The Sponsor must:

(i) provide to UNSW any Sponsor contributions identified in a Project Schedule;

(ii) co-operate with and give all other assistance, Material, equipment, facilities and resources to UNSW as may be reasonably necessary to satisfactorily perform a Project;

(iii) provide any of Sponsor's Background IP that is relevant to any Project to UNSW; and

(iv) provide timely instructions and responses to UNSW's reasonable requests on all matters related to the performance of a Project,

necessary for UNSW to conduct a Project and otherwise discharge its obligations under this Agreement.

(b) The Sponsor must ensure that it and its Personnel and the Personnel of its subcontractors (if any) attending UNSW's premises comply with all relevant legislation and UNSW's policies and practices regarding staffing, security and work health and safety practices. Compliance includes, but is not limited to, obeying directions on official signs affixed at UNSW's premises and any directions given by authorised UNSW employees or contractors.

(c) The Sponsor must not, without UNSW's prior written consent, make any representation to the effect that UNSW has evaluated, tested, recommended, approved or endorsed any product or service.

5 Payment

(a) The Sponsor must pay to UNSW any Fees in accordance with due dates and milestones specified in a Project Schedule.

(b) Unless specified otherwise, all monetary amounts expressed in this Agreement are exclusive of GST and any other applicable taxes, duties, imposts and other similar charges payable in respect of services provided.

(c) The Sponsor must pay to UNSW the amount specified on any Tax Invoice issued in accordance with a Project Schedule by the due date specified on that Tax Invoice, or if no due date is specified, within 30 days after the Tax Invoice is issued.

(d) If any supply under a Project Schedule is a Taxable Supply, the party making the supply may, in addition to any payment for the supply, recover the amount of the GST applicable to the supply.

(e) Any amount of GST payable for a supply will be payable at the same time as the payment for the supply to which it relates.

6 Intellectual Property

(a) Each party grants to the other party a non-exclusive, revocable, non-transferable, royalty-free licence:

(i) for the duration of a Project to use their Background IP solely for the purpose of conducting a relevant Project; and

(ii) to use their Background IP to the extent necessary to allow the other party to use the Project IP that they own following completion of the Project in accordance with the Project Schedule.

(b) Each party acknowledges that:

(i) the Background IP of a party remains the property of that party (or a third party licensor, as the case may be) and nothing in this Agreement assigns any right, title or interest in or to any Background IP of a party; and

(ii) nothing in this Agreement prevents a party from Commercialising its Background IP or using its Background IP to conduct research (including collaborative, contract or other external research) outside the scope of this Agreement.

(c) All right, title and interest in and to Improvements (including all Intellectual Property Rights subsisting in those Improvements) vest in the party granting a licence of the relevant Background IP, with effect from the date of the creation of the Improvement. Those Improvements form part of the Background IP licensed under clause 6(a).

As per previously agreed terms

(d) Unless a different ownership regime specified in a Project Schedule applies, all Project IP will vest in UNSW upon creation. The Sponsor assigns to UNSW all its right, title and interest in the Project IP and agrees to do all things reasonably necessary to give effect to such ownership and assignment (including ensuring its Personnel do the same).

(e) The parties must use reasonable endeavours to ensure their Personnel promptly notify each other on creation of Project IP.

(f) UNSW grants to the Sponsor an irrevocable, non-exclusive, non-transferable, fee-free, perpetual licence (not including a right to sub-licence) to use the Project IP for the purpose of conducting a Project and for the Sponsor's internal non-commercial purposes (not including Commercialisation) following completion of a Project.

7 Confidentiality

7.1 Confidentiality Obligations

(a) Each party:

(i) may use Confidential Information of the other party solely for the purposes of performing its obligations under a Project Schedule;

(ii) except as permitted under clauses 7.1(a)(iii) and 7.1(a)(iv), must keep confidential all Confidential Information of the other party;

(iii) may disclose Confidential Information of the other party only to employees, contractors and Students who:

(A) are aware and agree that the Confidential Information of the other party must be kept confidential; and

(B) either have a need to know (and only to the extent that each has a need to know), or have been specifically approved by the other party; and

(iv) may disclose Confidential Information if required by a court, rule or governmental law or regulation, or the rules of any stock exchange, provided that the party making the disclosure provides prompt notice to the other party of any such requirement.

(b) If a party wants to disclose the other party's Confidential Information to a person other than that other party, its Personnel or in accordance with this clause 7, that party must require the Personnel or third party to enter a confidentiality agreement on substantially similar terms to those confidentiality requirements specified in clause 7.1.

7.2 Consequences of expiry or termination

(a) The Receiving Party must cease all use of and return to the Discloser, or on the Discloser's instruction, destroy all Confidential Information on expiration or termination of this Agreement.

(b) Despite clause 7.2(a), the Receiving Party may retain a copy of the Confidential Information (acting reasonably and only for as long as it is reasonably required):

(i) to fulfil legal, regulatory or reporting obligations;

(ii) that is stored electronically due to an existing routine data backup, provided the Confidential Information is deleted from local hard drives and no attempt is made to recover it other than as required by law, and

(iii) provided the Receiving Party maintains the confidentiality of the Confidential Information in accordance with clause 7.

8 Privacy

8.1 The parties agree to:

(a) comply with relevant Privacy Laws;

(b) not do anything with any Personal Information it receives or holds that will cause another party to be in breach of any Privacy Laws; and

(c) assist and co-operate with the other parties in resolving any complaints made under any Privacy Laws.

9 Publications and publicity

9.1 Publications

(a) Each party is entitled to publish the results of the Project provided that no Confidential Information owned by a non-publishing party is disclosed, subject to this clause 9.

(b) A publishing party must give notice of any proposed Publication in respect of the Project or the Project IP to each other party at least thirty (30) days before the publication date.

(c) Acting reasonably, each non-publishing party may, within that thirty (30) day period do any one or more of the following:

(i) provide comments on the proposed Publication to the publishing party, which that party must consider but is not obliged to follow;

(ii) require the publishing party to delay Publication for no more than ninety (90) days to allow the non-publishing party to file patent applications or take other measure to protect its proprietary rights; and/or

As per previously agreed terms

(iii) require the publishing party to remove specified Confidential Information from the Publication.

(d) If the publishing party has not received any comments from the non-publishing party (or parties) on the proposed Publication within thirty (30) days of giving notice under clause (b), the publishing party may make the Publication.

(e) The parties must ensure that all Publications in respect of the Project appropriately acknowledge the contribution of any other party and their specified Personnel who have provided significant intellectual or scholarly contributions in connection with a Publication (or any research relating to the Publication) in accordance with usual academic practice.

(f) Where applicable, each party must comply with any open access policy that applies to the Project, including the requirement that any Publications arising from a Project must be deposited into an open access institutional repository within twelve months of the date of Publication.

9.2 Use of name and logo

Neither party may use any trade mark, trade name, logo or other designation of the other party in any way without their prior written consent.

9.3 Public announcements

Except for the research Publications contemplated by clause 9.1, each party must not make a public statement or announcement in any press release, advertising or other promotional material, including by social media, in connection with this Agreement without the prior written consent of the other parties.

10 Students

(a) Each party who has a Student involved in carrying out the Project agrees that:

(i) they will ensure that such a Student will comply with the terms of this Agreement;

(ii) they must ensure that Project IP developed by a Student is owned in accordance with clause 5, provided the Student will own the copyright in their thesis;

(b) Each party acknowledges and agrees that:

(i) the only restrictions they will impose on publishing a Student's thesis will be those reasonably necessary to protect Confidential Information or any Project IP;

(ii) any restrictions imposed under clause 10(b)(i) must be no longer than twelve (12) months after completion of the Project;

(iii) the parties must not inhibit the right of a Student to have their thesis examined, but an examiner may be required to sign a confidentiality agreement to protect a party's Confidential Information;

(iv) before a Student becomes involved in the Project, the parties may require that the Student and the institution in which the Student is enrolled enter into a written agreement, in an approved form, setting out the terms on which the Student will be involved in the Project, which must be consistent with the principles in this clause 10;

(v) notwithstanding any provision in this Agreement to the contrary, copyright in the thesis of a Student involved in the Project will belong to that Student; and

(vi) a Student of a party will have a right to have a thesis examined and published in accordance with that party's internal statutes, policies, procedures and guidelines including, without limitation, the right for a copy of such thesis to be deposited into the library of the relevant party, subject to, and provided that the Student and relevant party comply with:

(A) notification and approval process for proposed Publications set out in clause 9; and

(B) the Confidential Information disclosure obligations set out in clause 7.1.

11 Warranties and liability

11.1 Warranties

Each party represents and warrants to the other party that to its actual knowledge at the Agreement Start Date it has full power and authority to enter into and perform its obligations under this Agreement.

11.2 Non-excludable liability

(a) Nothing in this Agreement is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

(b) Subject to clause 11.2(a), any representation, warranty, condition or undertaking which, but for this clause, would be implied in this Agreement by general law or statute is excluded.

11.3 Exclusion of certain Losses

To the extent permitted by law, neither party is liable to the other party under or in connection with this Agreement for any Excluded Loss.

11.4 Remedies for terms implied by law

To the extent permitted by law, the liability of UNSW for any claim arising directly or indirectly from a breach

As per previously agreed terms

of any non-excludable term or condition implied by statute is limited, at the option of UNSW, to one or more of the following:

(a) carrying out the Project again;

(b) the supplying of the Services again, or

(c) the payment of the cost of having the Services supplied again.

11.5 Liability cap

To the extent permitted by Law, the aggregate liability of UNSW under or in connection with this Agreement, whether in contract, tort (including negligence), statute or any other cause of action, is limited to the total Fees payable to UNSW under this Agreement.

11.6 Proportionate liability

A party's liability under this agreement and any Project Schedule is reduced to the extent that any damage, liability, loss or cost arises from or is attributable to any act or omission of the other party, its employees, officers, agents or contractors.

11.7 Representations and effect of clause

(a) The Sponsor acknowledges that it has not relied on any representations made by UNSW or its Personnel, which are not set out in this Agreement.

(b) This clause 11.6 applies regardless of anything else in this Agreement, to the extent permitted by law.

11.8 Insurance

(a) Each party must during the Term take out and maintain adequate insurance in relation to the Project in accordance with industry standards including the insurances specified in each Project Schedule.

(b) Each party may request the other party to provide written evidence of such insurance (including certificates of currency from the insurer).

12 Termination

12.1 Termination for cause

Either party may terminate this Agreement or a Project Schedule immediately by written notice if the other party:

(a) commits a material breach of this Agreement or any Project Schedule, which it fails to remedy within 30 days of being notified of the breach;

(b) commits a material breach of this Agreement or any Project Schedule which is not capable of remedy; or

(c) becomes the subject of an Insolvency Event.

12.2 Project Schedules

For the avoidance of doubt, the termination of one Project Schedule under this clause 12 will not affect any separate Projects being carried out by the parties under other Project Schedules.

12.3 Termination of the Agreement

This Agreement will terminate if either or both parties terminate all then current Project Schedules in accordance with clause 12.1 or 12.6.

12.4 Consequences of termination

If a Project Schedule is terminated for any reason or on expiry of this Agreement:

(a) all Fees paid by the Sponsor remain the property of UNSW;

(b) the Sponsor must within 10 Business Days of termination or expiry pay UNSW all Fees and Expenses incurred by UNSW in connection with the relevant Project Schedule up to the date of termination, and all Committed costs and expenses that UNSW incurs in relation to the Agreement; and

(c) subject to clause 7.2, each party must return all property in their possession belonging to the other party which relates to the relevant Project Schedule, including Confidential Information and Intellectual Property Rights.

12.5 Force Majeure Event

(a) Delay in or failure of performance by a party (other than the payment of money) does not constitute a breach of the Agreement evidenced by this document by that party if and to the extent that the delay or failure is caused by a Force Majeure Event, provided the party claiming to be affected:

(i) gives notice to the other party within 10 Business Days of the occurrence of the Force Majeure Event providing details of the Force Majeure Event and its anticipated likely duration and effect; and

(ii) uses its best endeavours to resume fulfilling its obligations and gives the other party written notice within five (5) Business Days of the cessation of the Force Majeure Event.

12.6 If a delay caused by Force Majeure Event continues for more than 60 days, either party may terminate the relevant Project Schedule to

As per previously agreed terms

which the Force Majeure Event applies by giving 30 days' written notice to the other party.

13 Notices

13.1 A notice or other communication connected with this Agreement or a Project Schedule (**Notice**) has no legal effect unless it is in writing.

13.2 In addition to any other method of service provided by Law, a Notice may be sent to a party's Contact for Legal Notices at the address or email address set out in the Agreement Details or as subsequently notified, by:

(a) prepaid priority post;

(b) email; or

(c) delivery.

13.3 If the Notice is sent or delivered in a manner provided by clause 13.2:

(a) if sent by post to an address:

(i) in the same country as the place of sending, on the 3rd Business Day; or

(ii) in a different country to the place of sending, on the 10th Business Day;

(iii) (at the address to which it is posted) after posting,

(b) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or

(c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

14 Dispute Resolution

14.1 This clause 14 applies to any Dispute which arises between the parties in connection with this Agreement or a Project Schedule. Each party must follow the dispute resolution process in this clause before it commences litigation or takes similar action, except to seek an urgent injunction or declaration.

14.2 Each party must use its best endeavours to co-operatively resolve any Dispute.

14.3 If a party considers that a Dispute has arisen (**Initiating Party**), it must give notice in writing of the Dispute to the other party (**Receiving Party**), setting out reasonable particulars of the matters in dispute (**Dispute Notice**).

14.4 Within twenty (20) Business Days of the service of the Dispute Notice by the Initiating Party on the Receiving Party, in the case of UNSW, the Deputy Vice-Chancellor Research (or equivalent) or their delegate and in the case of the Sponsor, their Chief Executive Officer(s), or their delegates who have appropriate authority to resolve the Dispute (collectively, the **Senior Representatives**), will meet (in person or by telephone or video conference) and attempt to resolve the Dispute in good faith.

14.5 If the Dispute is not resolved within twenty (20) Business Days after the Dispute is referred to Senior Representatives, the parties will endeavour to settle the Dispute by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to litigation.

14.6 Where a Dispute is referred to mediation under clause 14.5 above:

(a) the mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (**Guidelines**).

(b) the terms of the Guidelines are hereby deemed incorporated into this Agreement.

14.7 Prior to the resolution of a Dispute, each party must continue to perform its obligations under this Agreement:

(a) unless the nature of the Dispute renders it impossible to do so; or

(b) unless and until such obligations are terminated or expire in accordance with this Agreement.

14.8 This clause 14 shall survive termination of this Agreement.

15 General

15.1 Assignment

A party must not assign, novate, or otherwise deal with this Agreement or a Project Schedule without the prior written consent of the other party.

15.2 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary to give full effect to this Agreement and any Project Schedule.

15.3 No relationship

Nothing in this Agreement and any Project Schedule may be construed as creating a relationship of partnership, joint venture, employment, principal and agent or trustee and beneficiary between the parties.

15.4 Entire Agreement

This Agreement and each fully executed Project Schedule is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

As per previously agreed terms

15.5 Waiver

The failure by a party to require performance of an obligation under this Agreement or any Project Schedule by the other party will not operate as a waiver of the obligation and the other party remains liable to perform all its obligations under this Agreement.

15.6 Variation

Any variation to this Agreement and each Project Schedule is not effective unless it is made in writing and signed by the parties to it.

15.7 Severability

Any term of this Agreement which is wholly or partially unenforceable, illegal or void is severed to the extent that it is void or unenforceable, and the rest of this Agreement is not affected and remains in force.

15.8 Survival

Clauses 6, 8, 10, 11, 13, 14 and 15 any other clause that expressly or by implication continues after termination or expiration of this Agreement, will survive termination or expiry of this Agreement.

15.9 Counterparts

This Agreement and each Project Schedule may be executed in any number of counterparts each of which may be executed electronically or in handwriting and will be deemed an original whether kept in electronic or paper form. All counterparts together constitute one agreement.

15.10 Governing law and jurisdiction

The Laws of New South Wales, Australia govern this Agreement and each Project Schedule and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

As per previously agreed terms

Schedule 1 – Project Schedule Template

PROJECT SCHEDULE

This document is a 'Project Schedule' pursuant to a Master Research Agreement entered into between the University of New South Wales and [Sponsor] dated [insert].

PROJECT		
UNSW Reference No.		
Project	[insert description of the Project and the parties roles and responsibilities]	
Project Plan	[Project Plan or details of deliverables]	
Ethics/biosafety approval required (clause 3.5)	☐ YES ☐ NO	
KEY DATES		
Project Start Date		
Project Completion Date		
Milestone Dates		
KEY PERSONNEL		
Key Personnel		
INTELLECTUAL PROPERTY		
BACKGROUND IP		
UNSW Background Intellectual Property (clause 6)	[insert details of UNSW's existing Intellectual Property Rights (if any) which are relevant to the Project]	
Sponsor Background Intellectual Property	[insert details of the Sponsor's existing Intellectual Property Rights (if any) which are to be used by UNSW for the purposes of the Project]	
PROJECT IP		
Tick (if applicable) ☐ Alternate Project IP terms apply	This section outlines the 'Alternate Project IP terms other than those in the Executed Master Research Agreement	
PAYMENTS AND SPONSOR CONTRIBUTIONS		
Fees and Payment	**Date Due/Milestone**	**Fee in [currency e.g. AUD$] (GST exclusive)**
	[DESCRIBE]	$[Amount]
	[DESCRIBE]	$[Amount]

SAMPLE

	Subtotal	$[Amount]
	GST	$[Amount]
	Total	$[Amount]
Invoice Address	[Details]	
Other Sponsor Contribution	[insert details of information, resources, access to personnel, facilities and other in-kind contributions of the Sponsor to the Project]	

INSURANCE
Workers compensation insurance in accordance with applicable law and awards; Public liability insurance appropriate to the party's activities for an amount not less than $10 million; and Professional indemnity insurance for an amount not less than $5 million in respect of a claim for breach of professional duty whether incurred in contract, tort or otherwise or by reason of any act or omission of the party.
SPECIAL CONDITIONS
[Insert any special conditions to apply that are not otherwise set out under in the Master Research Agreement]

SAMPLE

EXECUTION – PROJECT SCHEDULE

This Project Schedule is executed as an agreement

Signed for and on behalf of UNSW by its authorised representative:

Signature	Date
Name of authorised representative	Position

Signed for and on behalf of [insert Sponsor legal name] by its authorised representative:

Signature	Date
Name of authorised representative	Position

SAMPLE