

**CONFIDENTIAL****RESEARCH SERVICES AGREEMENT**

PARTIES	
University Notices to: (Notice Recipient) Invoices to: Scientific communications to: (Project Officer)	<p>The University of Sydney, a body corporate under the <i>University of Sydney Act 1989</i>, ABN 15 211 513 464</p> <p>Director, Post Award Research Portfolio, Michael Spence Building (F23) Level 3, Corner of Eastern Avenue and City Road, The University of Sydney NSW 2006 Email: research.support@sydney.edu.au Telephone: +61 2 8627 8111</p> <ul style="list-style-type: none"> Invoices issued to the University should be in PDF format and e-mailed to the Unibuy Team: unibuy.invoices@sydney.edu.au, with a copy to zara.ali@sydney.edu.au Any invoices issued to the University must clearly quote the University Purchase Order Number in order for payment to be processed. The Purchase Order Number will be issued automatically by the University's procurement system Unibuy. For any queries regarding the Purchase Order please contact Research Program Manager, Dr Zara Sharane Ali on zara.ali@sydney.edu.au <p>Dr Zara Sharane Ali Email: zara.ali@sydney.edu.au Telephone: +61 479 055 713</p>
Supplier Notices to: (Notice Recipient and Project Officer) Invoicing contact and bank details:	<p>Baker Heart and Diabetes Institute, ABN 98 131 762 948</p> <p>Contracts and Compliance Manager 75 Commercial Road Melbourne VIC 3004 Email: Contracts.Manager@baker.edu.au Telephone: +61 3 8532 1632</p> <p>Invoicing Contact Name/Position: Contracts and Compliance Administrator Email: Contracts.Manager@baker.edu.au Telephone: +61 8532 1391 Bank Name: Australian and New Zealand Banking Group Limited Bank Account Name: Baker Heart & Diabetes Institute BSB Number: 013423 Account Number: 837496685</p>
DETAILS	
Research Services	<p>The Research Services to be provided to the University are described in the Statement of Work attached to this Agreement as Schedule 1.</p> <p>The Supplier agrees that time is of the essence with respect to the delivery of the Research Services under this Agreement.</p> <p>Research Services include providing any Deliverables to the University.</p> <p>Research Services must be provided by the Nominated Personnel.</p>
Commencement Date	14 September 2022
End Date	31 March 2023

Deliverables	The Deliverables to be provided as part of the Research Services are described in the Statement of Work attached to this Agreement as Schedule 1.
Nominated Personnel	Dr Yung-Chih (Ben) Chen Email: yungchih.chen@baker.edu.au
Fees	<p>A total of \$20,000 is to be awarded to Dr Yung-Chih (Ben) Chen of Baker Heart and Diabetes Institute to support the following project (outlined in Schedule 3): <i>“Establishing a novel drug testing platform: atherosclerotic plaque rupture, myocardial infarction and aneurysm in an animal model of diabetes-induced plaque instabilities CAD”</i></p> <p>The recipient may only use Fees awarded for:</p> <ol style="list-style-type: none"> a) Specified project budget described in the Research Plan (Schedule 3) b) Only for the purpose of carrying out or performing the Research Plan in accordance with this Agreement c) Within the Project Period and in accordance with any time periods stated in the Research Plan Detail for expenditure of the award <p>Fees are to be paid by the University of Sydney following execution of agreement and receipt of a valid invoice. Invoices are to be received by 1 October 2022. Fees are not subject to adjustment.</p> <p>Fees are to be paid in AUD.</p> <p>All Fees are exclusive of GST.</p>
University Obligations	Nil

Note: In this Agreement, unless indicated otherwise, all capitalised terms in column 1 above have the meaning given in column 2.

SPECIAL TERMS

This Agreement is subject to the following Special Terms:

1. Funding Agreement

- 1.1 The parties acknowledge and agree that the Research Services are to be provided in support of, and forming part of, activities to be undertaken under the Commonwealth Standard Grant Agreement between the University and the Commonwealth represented by the Department of Health dated 10 June 2021 which is attached to this Agreement as Schedule 2 (“**Funding Agreement**”).
- 1.2 The Supplier agrees to:
- (a) carry out the Research Services in a manner that is consistent with, and enables the University to give effect to, all of the University’s obligations under the Funding Agreement;
 - (b) do all things reasonably required to assist the University to meet its obligations under the Funding Agreement including reporting, compliance and financial management obligations; and
 - (c) not do anything that causes the University to breach its obligations under the Funding Agreement.
- 1.3 If funds and/or other support provided to the University under the Funding Agreement are reduced or cease to be provided, for whatever reason, the University may either negotiate a variation of the Research Services with the Supplier or immediately terminate this Agreement by written notice to the Supplier. The University will pay the Fees due for the Research

Services provided up to the effective date of the termination.

2. Priority

If there is any inconsistency between the following documents and terms in connection with the performance of the Research Services, the first-mentioned of the following listed documents and terms will apply:

- (a) the Funding Agreement;
- (b) the Special Terms of this Agreement;
- (c) the General Terms of this Agreement;
- (d) the Details of this Agreement; then
- (e) any other annexures or schedules expressly incorporated to this Agreement.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of THE UNIVERSITY OF SYDNEY by its duly authorised representative:

DocuSigned by:



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Name of signatory: Mark Kay

Position: Director Post Award

Date: 15/9/2022

EXECUTED by the SUPPLIER in accordance with s127(1) of the Corporations Act 2001 (Cth):



DR GUY KRIPPNER

Name of signatory: EXECUTIVE GENERAL MANAGER
COMMERCIALISATION
Director / Sole Director & Secretary (**select**)

Date: 15-September-2022

Prof Tom Marwick



Name of signatory (if any):
Director / Secretary (**select**)

Date: 15 Sept 2022

Note: By executing this Agreement each signatory represents that he or she is authorised to sign on behalf of their entity. The effective date of this Agreement will be the Effective Date specified in the Details or if no Effective Date is specified in the Details the date on which this Agreement has been executed by ALL parties and if executed on different dates, the date on which the last party executes this Agreement.

GENERAL TERMS

1. SUPPLY OF RESEARCH SERVICES

- 1.1 This Agreement begins on the Commencement Date and continues until the End Date unless terminated earlier in accordance with this Agreement.
- 1.2 The University appoints the Supplier to provide the Research Services on a non-exclusive basis during the term of this Agreement.
- 1.3 If specified in the Details or Statement of Work, the Supplier will use the Supplier Personnel to supply the Research Services to the University.
- 1.4 The Supplier will obtain the written permission of the University before carrying out any additional work to the Research Services or incurring additional costs other than as agreed with the Supplier as part of the Fees.
- 1.5 Where any University Material is data ("**University Data**"), the Supplier must take such steps as are reasonable in the circumstances to ensure that the University Data is protected against misuse, interference and loss, and from unauthorised access, modification or disclosure, and must immediately notify the University in writing should any of these events occur.
- 1.6 If the Supplier is required to provide any Research Services within any lands or buildings owned or occupied by the University, then the Supplier must observe the University's by-laws, rules and policies which are downloadable from <http://sydney.edu.au/policies/>.
- 1.7 If the University, acting reasonably, is not satisfied that any of the Supplier Personnel are performing the Supplier's obligations properly, then the University may, by 14 days written notice, require the replacement of that Supplier Personnel with a person reasonably acceptable to the University. The Supplier must comply with the University's requirements under this clause 1.7.
- 1.8 The University must use reasonable efforts to provide the Supplier with any documents, support or other resources specified as University Obligations, provided that the Supplier:
 - (a) in the case of documents or other information, treats such material as Confidential Information; and
 - (b) uses such documents, support or other resources for the sole purpose of delivering the Research Services.

2. WORK RIGHTS

- 2.1 The Supplier must comply with all Workplace Laws.
- 2.2 The Supplier must notify the University if it is the subject of any investigation or inquiry by a government or regulatory authority under the Workplace Laws, where such an investigation or inquiry relates to:
 - (a) unsafe work conditions; or
 - (b) wage underpayments.
- 2.3 This Agreement is subject to Supplier Personnel obtaining and maintaining an appropriate visa type and associated work rights in Australia.
- 2.4 The Supplier must notify the University:
 - (a) prior to the commencement of the Research Services, if any Supplier Personnel involved in the delivery of Research Services under that Work Order are visa holders; and
 - (b) within 3 days if any Supplier Personnel who are visa holders have their visa status changed during the period of the Research Services.
- 2.5 Where the University has received notice from the Supplier under clause 2.4, the University may require the Supplier to provide evidence of the visa status of those Supplier Personnel prior to commencement of the Research Services.
- 2.6 The Supplier warrants that it has obtained consent from all Supplier Personnel involved in the provision of Research Services to the University conducting checks to confirm that those Supplier Personnel hold all necessary rights to work in Australia, including using the Home Affairs Visa Entitlement Verification Online (VEVO) system.
- 2.7 Except if expressly identified in the Statement of Work, the Supplier may not subcontract any obligations under this Agreement without the prior written consent of the University. The University's consent to sub-

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contracting arrangements may be granted subject to conditions or a right to revoke at the University's discretion.

- 2.8 The Supplier must ensure that all subcontractors comply with the terms of this Agreement.
- 2.9 Irrespective of the Supplier entering into a subcontract or the provisions of that subcontract, the Supplier:
 - (a) remains liable for the carrying out and completion of the Research Services;
 - (b) is not discharged from any obligation or liability that it has under this Agreement; and
 - (c) is liable for the acts, defaults, and negligence of any subcontractor as fully as if they were acts, defaults or negligence of the Supplier.

3. MODERN SLAVERY

- 3.1 The University is committed to respecting human rights including engaging collaboratively with its partners to identify and implement measures which contribute to the prevention, mitigation and remediation of Modern Slavery risks. The University is and the Supplier are mutually committed to:
 - (a) respecting human rights and addressing Modern Slavery;
 - (b) taking meaningful action to identify, assess, address and remediate any Modern Slavery risks in their operations and supply chains; and
 - (c) collaborating to prevent, mitigate and, where appropriate, remedy Modern Slavery in their operations and supply chains in accordance with the principles set out in clause 9 of the University's [Modern Slavery Policy 2020](#).
- 3.2 The Supplier must:
 - (a) take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the performance of this Agreement;
 - (b) ensure Representatives responsible for managing the operations and supply chains used in the performance of this Agreement have undertaken suitable training to be able to identify and report Modern Slavery; and
 - (c) not engage (and ensure Representatives do not engage) in any activity, practice or conduct that would constitute Modern Slavery under the *Modern Slavery Act 2018* (Cth) or an offence under Division 270 or Division 271 of the Schedule of the *Criminal Code Act 1995* (Cth), if such an activity, practice or conduct were carried out in Australia.
- 3.3 If at any time the Supplier becomes aware of any suspected or actual Modern Slavery practices in the operations and supply chains used in its performance of this Agreement, the Supplier must as soon as reasonably practicable:
 - (a) promptly notify the University of the Modern Slavery practices and provide any relevant information requested by the University;
 - (b) take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains;
 - (c) take all reasonable steps to remediate any adverse impacts caused or contributed to by the Supplier from these practices; and
 - (d) provide updates to the University of its progress to address or remove these practices and remediate the adverse impacts as requested by the University.

4. DELIVERY AND ACCEPTANCE

- 4.1 The time period for delivery to the University will be specified in the Details or any Statement of Work. If specified as such under the Details, time will be of the essence with respect to the Supplier's delivery obligations under this Agreement.
- 4.2 Payment of any invoice by the University will not be deemed acceptance and the University may conduct any tests which it considers necessary to ensure that the Research Services and Deliverables materially conform with the requirements of this Agreement provided that it does so within a reasonable timeframe of accepting delivery of all Research Services or Deliverables necessary to conduct such testing. The University may, acting reasonably, require the Supplier to provide reports or other information for such purposes and the Supplier must provide such reports or information without any additional cost to the University. The University's acceptance of any Research Services or Deliverables is without prejudice to

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any of its rights or remedies under this Agreement and does not affect the Supplier's obligation to perform the Research Services or supply Deliverables that conform to all of the requirements of this Agreement.

5. FEES AND INVOICES

- 5.1 In consideration for the provision of Research Services under this Agreement, the University agrees to pay to the Supplier the Fees set out in the Details section.
- 5.2 Unless otherwise stated in the Details, the University is not required to pay for the Research Services until all requirements of this Agreement (including testing where applicable) have been satisfied in respect of the Research Services and:
- (a) a valid invoice has been properly rendered by the Supplier in accordance with clause 5.3, invoices sent electronically must be in PDF format in accordance with the information set out in the Details; and
 - (b) the Supplier has submitted a signed and completed "Subcontractor's Statement regarding workers' compensation, payroll tax and remuneration" (a copy of which may be downloaded from the Revenue NSW website).
- 5.3 Any invoice issued by the Supplier under this Agreement must include the following information:
- (a) the invoice number;
 - (b) the Purchase Order number;
 - (c) the amounts payable;
 - (d) the date of the invoice and the period of time to which that invoice applies;
 - (e) the Research Services to which that invoice relates;
 - (f) any amounts outstanding from previous invoices;
 - (g) the University Project Officer or other personnel to whom the Supplier reports (as specified in the Details or Statement of Work) and their Faculty/Department/School;
 - (h) the Supplier's ABN (where applicable), address, remittance email address and full banking details; and
 - (i) any additional information required by law or pursuant to Australian Taxation Office guidelines to qualify as a tax invoice.
- 5.4 Unless otherwise specified in the Special Terms, the University agrees to pay the Supplier the Fees within 30 Business Days of receipt and acceptance of a properly rendered invoice by the University.
- 5.5 If, after payment of any Fees by the University, a party becomes aware that the invoice in relation to those Fees has been rendered incorrectly, that party will promptly notify the other party (including details of any payments which it considers to be in dispute that are the subject of the invoice) and any underpayment or overpayment will be recoverable by or from the Supplier (as the case may be).
- 5.6 If the University disputes the amount of an invoice submitted by the Supplier, the University is not obliged to pay the disputed portion of the invoice until the dispute is resolved. The University must pay all other non-disputed amounts under the invoice in accordance with this Agreement, subject to the Supplier having cancelled the initial tax invoice with respect to the disputed payment and reissuing a new invoice for those non-disputed amounts. The Supplier may not suspend, cancel or withdraw the provision of the Deliverables or performance of the Research Services in whole or in part as a result of a disputed invoice.
- 5.7 Unless specified otherwise in the Special Terms or the Fees section of the Details, the Supplier must not charge the University for any fees, charges or expenses (including insurance, freight, delivery, travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Fees.
- 5.8 Except as specified in clause 5.9, the University is under no obligation to pay any amount in excess of the Fees and the Supplier may not increase the Fees without the University's prior written consent.
- 5.9 If, under applicable laws, the University is required to pay superannuation contributions or Taxes in respect of the arrangements effected by this Agreement, the University will make such payments as required under the applicable laws.
- 5.10 Unless otherwise specified, the Fees are expressed as being exclusive of GST.
- 5.11 Unless otherwise specified, all references to dollars in this Agreement are to Australian dollars.

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- 5.12 If a supply under this Agreement is subject to GST and it has not been accounted for in determining the consideration payable for the supply, the supplying party may recover from the receiving party an amount on account of GST equal to the value of the supply calculated in accordance with applicable GST laws multiplied by the prevailing GST rate. GST is payable at the same time as payment for the supply. The party making the supply must give a tax invoice to the party receiving the supply if it is a taxable supply for GST purposes.
- 5.13 If a party ("**Defaulting Party**") is in material breach of this Agreement with respect to the performance of any Research Services under this Agreement, the other party ("**Notifying Party**") may, on notice to the Defaulting Party and without limiting the Notifying Party's other rights and remedies, suspend performance of its obligations under this Agreement (including in regard to the University, the obligation to make any payments to the Supplier in respect of this Agreement) until the Defaulting Party remedies such breach to the Notifying Party's satisfaction (acting reasonably). In suspending its obligations in accordance with this clause, the Notifying Party is not in breach of this Agreement.

6. INDEMNITY, INSURANCE AND WARRANTIES

- 6.1 The Supplier indemnifies the University against all Losses it directly or indirectly sustains or incurs as a result of:
- (a) any unlawful or wilful act or omission of the Supplier or Supplier Personnel or subcontractor engaged by the Supplier;
 - (b) any infringement of the IPRs or moral rights of a third party arising out of the provision of the Research Services;
 - (c) the Supplier's failure to pay any Indemnified Tax or Charge in connection with the Research Services of a Supplier Personnel;
 - (d) any claim by or on behalf of a person who has performed any Research Services in respect of any monetary or non-monetary benefit including in respect of salary, annual leave, sick leave, long service leave, superannuation, allowance, loading, overtime payments, termination pay or other payment or benefit, whether payable under any law, industrial award or agreement or otherwise;
 - (e) any breach by the Supplier of clauses 9 (Confidential Information) or 11 (Personal Information).
- 6.2 Any amount for Losses claimed by the University under the indemnity in clause 6.1 will be reduced proportionally to the extent the Losses are directly caused by a negligent act or omission of the University.
- 6.3 Except in relation to indemnity or warranty obligations, a party is not liable to the other party for any special, indirect, consequential or incidental damages in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to this Agreement.
- 6.4 Subject to applicable laws and except for liability under clause 6.1, each party's total liability to the other party for loss or damage of any kind, however caused, due to the first party's negligence, breach of contract, breach of law, in equity or otherwise, arising from or in any way related to this Agreement is limited to the greater of \$150,000 or three (3) times the Fees paid or payable to the Supplier.
- 6.5 The parties agree that, to the extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) and legislation having a similar effect in other states and territories of Australia, in respect of the Supplier, the Supplier's subcontractors and the Supplier's Related Body Corporate, is excluded in relation to all and any rights, obligations or liabilities sought to be enforced as a breach of contract or a claim in tort or otherwise.
- 6.6 The Supplier must maintain for the term of this Agreement the following policies of insurance:
- (a) professional indemnity insurance with limits of not less than \$5 million per claim, and for a period of not less than 7 years after the expiry of this Agreement;
 - (b) public liability (\$5 million for each occurrence) throughout the term of the Agreement; and
 - (c) workers compensation as required by law covering all persons directly or indirectly engaged in providing the Research Services under this Agreement.
- The Supplier must ensure that any subcontractor engaged by it is insured to a level commensurate with the insurance obligations of the Supplier under this clause.
- 6.7 On written request, the Supplier must provide the University with certificates of currency from its insurance brokers certifying that it has insurance as required by this Agreement.
- 6.8 The Supplier represents and warrants that:

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- (a) it has all rights, title, licences, interests and property necessary to enter into this Agreement and lawfully perform the Research Services and its other obligations under this Agreement;
 - (b) all information which it has, or which any of Supplier Personnel or Representatives have provided to the University or any recipient of the University prior to the date of execution of this Agreement is true and correct in every respect and is not misleading or deceptive;
 - (c) it has disclosed in writing to the University prior to the date of execution of this Agreement, any matters relating to the commercial, technical or financial capacity of the Supplier that might materially affect the Supplier's ability to perform any of its obligations under this Agreement;
 - (d) it and the Supplier Personnel, have the necessary experience, skill, knowledge and competence to perform the Research Services and have completed all necessary due diligence to complete the works at the Fes specified for the services and Deliverables as outlined within the Details or Statement of Work;
 - (e) the Research Services will be fit for the purposes intended as may be set out in the Details or Statement of Work;
 - (f) except as notified to the University, it has not entered and it will not enter into any agreement or otherwise deal with the Supplier Background IPRs in a way that restricts the exercise of the licence contemplated under this Agreement;
 - (g) the University's use of the Warranted Materials will not infringe the IPRs, moral rights or moral rights of any person;
 - (h) it has the necessary rights to make the assignment contemplated under clause 7.1;
 - (i) it has otherwise obtained all information and advice, including legal and financial advice, necessary to inform itself of its rights and obligations under this Agreement; and
 - (j) it has had a reasonable opportunity to negotiate the terms of this Agreement and the terms of this Agreement take into account the specific characteristics of the transaction.
- 6.9 Without limitation to clause 6.1(b), if a third party claims, or the University reasonably believes that a third party is likely to claim, that all or part of the Warranted Materials infringe their IPRs or breach their confidence, the Supplier must, in addition to the indemnity under this Agreement and to any other rights that the University may have against it, promptly, at the Supplier's expense:
- (a) use its best efforts to secure the rights for the University to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
 - (b) replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the IPRs of any other person without any degradation of the performance or quality of the affected Warranted Materials.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All right, title and interest in the Project IPRs arising from Research Services (including the Deliverables) are owned by the Supplier and, to the extent needed, the University hereby assigns any right, title or interest it may have now or in the future in those Project IPRs to the Supplier.
- 7.2 Each party's Background IPRs remains with the contributing party.
- 7.3 Subject to any alternate provisions in the Special Terms, the Supplier grants to the University:
- (a) a permanent, irrevocable, royalty free world-wide, non-exclusive licence (including a right to sub-licence its rights to CAD Frontiers Pty Ltd) to use the Supplier's Background IPRs which are incorporated into the Research Services, the Deliverables or the Project IPRs, and to use the Project IPRs themselves, for internal research, education and publication purposes, and as are reasonably required by the University to enable it to meet its obligations under the Funding Agreement;
 - (b) an option to negotiate and enter into a licence for the commercial use of the Project IPRs on reasonable commercial terms, on the bases that:
 - (i) the option may be exercised by the University or its nominee, CAD Frontiers Pty Ltd at any time by written notice to the Supplier during the period commencing when the last Deliverable is provided, and ending 12 months after that date;
 - (ii) if the MRFF Stage 2 funding application in connection with the "CAD Frontiers" initiative is successful and the Project IPRs are used by the Supplier to generate commercial income

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independently of the "CAD Frontiers" initiative, that commercial income will be repaid by the Supplier to CAD Frontiers Pty Ltd..

- 7.4 The Supplier must ensure all licence fees and/or consents required under law are paid and/or obtained as a result of any reproduction, adaptation or use of any Supplier IPRs and Third Party IPRs necessary for the provision and use of the Research Services (and any software supplied with the Research Services) by the University.
- 7.5 The Supplier acknowledges that any University Material provided by the University to the Supplier under or in connection with this Agreement is supplied to the Supplier solely for the purposes of the Supplier meeting its obligations under this Agreement and that (except as expressly stated otherwise in this Agreement) nothing in this Agreement transfers any rights or interests in any University Material to the Supplier.

8. COMMUNICATIONS

- 8.1 Any notice or other formal communication under this Agreement must be in writing and signed by the Notice Recipient of the sender or an authorised representative of them and marked to the attention of the recipient's Project Officer and Notice Recipient. Notices must be delivered to the recipient by hand, pre-paid post or email at the address shown in the Details (or the address last notified by the recipient).
- 8.2 If sent by post, notices are taken to be received 3 Business Days after posting (or 7 Business Days after posting if sent to or from a place outside of Australia). If sent by email, notices are taken to be received when the sender receives an automated message confirming delivery, or 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed, whichever happens first.
- 8.3 Notices take effect from the time they are received except if a later time is specified in the Notice. The parties agree that communications which do not comply with clause 8.1 will be of no effect.

9. CONFIDENTIAL INFORMATION

- 9.1 Each party ("**Recipient**") must keep any Confidential Information disclosed to it confidential and must not deal with it in any way that might prejudice its confidentiality. These obligations continue indefinitely beyond the end of this Agreement, but do not extend to disclosures:
- (a) required by law (including under the *Government Information (Public Access) Act 2009* (NSW)); and
 - (b) to a Recipient's officers or employees:
 - (i) who have a need to know for the purposes of this Agreement (but only to the extent that each has a need to know); and
 - (ii) before disclosure, have been directed by the Recipient to keep that Confidential Information confidential.

10. ETHICAL BUSINESS AND CONFLICT OF INTEREST**10.1 University Statement of Business Ethics**

The parties will endeavour to act in accordance with the University's Statement of Business Ethics, a copy of which is available online at the University website, currently at:
<https://www.sydney.edu.au/content/dam/corporate/documents/about-us/working-with-the-university/suppliers/statement-of-business-ethics.pdf>.

10.2 Warranty

The Supplier warrants that to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.

10.3 Notification of conflict of interest

If, during the performance of the Research Services an actual or threatened conflict of interest arises, or appears likely to arise, the Supplier must:

- (a) notify the University immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the University reasonably requires to resolve or otherwise deal with the conflict.

10.4 Representatives

The Supplier must ensure that its Representatives:

- (a) provide accurate and reliable information to the University;
- (b) act ethically, fairly and honestly in all dealings with the University;
- (c) provide such assistance as reasonably requested by the University in order to prevent unethical business practices arising in connection with this Agreement or the Research Services;
- (d) do not offer staff or contractors of the University any inducements or incentives with the intention of improperly influencing the conduct of their duties; and
- (e) do not engage in any form of collusive, fraudulent, or criminal activities in connection with this Agreement or the Research Services.

11. PERSONAL INFORMATION

11.1 The University is subject to the *Privacy and Personal Information Protection Act 1998* (NSW) (“**PIIP Act**”). If the Supplier’s performance of the Research Services requires disclosure to the Supplier of any personal information (as defined by s4 of the PPIP Act) held by the University (“**personal information**”), then the Supplier:

- (a) may use that personal information only for the purpose of performing the Research Services;
- (b) must observe any directions of the University concerning use, storage, or security of that personal information; and
- (c) may disclose that personal information to its officers and employees:
 - (i) who have a need to know for the purposes of this Agreement (but only to the extent that each has a need to know); and
 - (ii) before disclosure, have been directed by the Supplier to keep that personal information confidential.

12. TERMINATION

12.1 A party (“**Terminating Party**”) may, acting in good faith, terminate this Agreement by written notice to the other party effective from the date of the notice or such later date as is specified in the notice if:

- (a) the other party breaches a term of this Agreement that is not capable of remedy; or
- (b) the other party breaches a term of this Agreement that is capable of remedy and fails to remedy the breach to the Terminating Party’s reasonable satisfaction within 14 days after receiving notice requiring to do so.

12.2 The University may terminate this Agreement by written notice to the Supplier effective from the date of the notice or such later date as is specified in the notice if:

- (a) the Supplier is or becomes subject to proceedings which may result in the Supplier becoming bankrupted, wound up, under voluntary administration or subject to the control of a receiver or receiver and manager; or
- (b) the Supplier or any Supplier Personnel is convicted of an offence or commits any act which in the reasonable opinion of the University Project Officer would adversely affect the capacity or suitability of the Supplier to provide the Research Services.

12.3 Termination of this Agreement does not affect any accrued rights or remedies of a party.

13. DISPUTES

13.1 Each party must always try to resolve in good faith any disputes that arise under or about this Agreement. Neither party can begin legal action (except interlocutory relief) against the other unless and until this clause 13 has first been observed.

13.2 If a party believes that there is a dispute, controversy or claim arising out of, relating to or in connection with this Agreement (“**Dispute**”), then the parties must meet at a time and place identified by the University within 10 Business Days of notification of the Dispute, in order to attempt to resolve the Dispute.

13.3 If the Dispute is still unresolved within 20 Business Days of notification of the Dispute and the parties both consent, the Dispute may be referred to mediation. An independent mediator will be appointed by agreement of the parties, or failing agreement within 10 Business Days of the reference to mediation,

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either party may request that the Chief Executive Officer, Australian Disputes Centre (“**ADC**”), Sydney, nominates a suitably qualified mediator and the parties will accept that nomination by appointing the nominated mediator within 7 Business Days of the nomination.

- 13.4 If the Dispute is not resolved by mediation in accordance with clause 13.3, or no mediator has been appointed within 30 Business Days of the notification of the Dispute, then either party may commence proceedings in the courts of New South Wales.

14. GENERAL

- 14.1 This Agreement consists of these General Terms, the Details and any annexures or schedules expressly incorporated and it constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- 14.2 This Agreement is governed by the law in force in New South Wales.
- 14.3 Each party agrees to execute such agreements, deeds and documents and do or cause to be executed or done all such acts and things as may be reasonably necessary to give effect to this Agreement.
- 14.4 The University reserves the right to retain other persons or entities to supply the Research Services, including but not limited to any part of the Research Services.
- 14.5 Any modification, alteration, change or variation of this Agreement is only effective if it is in writing and is executed by appropriate authorised representatives of the parties.
- 14.6 A failure or delay in the exercise of a right arising from a breach of this Agreement does not constitute a waiver of that right and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.
- 14.7 This Agreement may consist of a number of counterparts and the counterparts taken together form one and the same document.
- 14.8 A party may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of the other party, from which consent must not be unreasonably withheld or delayed.
- 14.9 Unless the contrary intention appears, in this Agreement:
- (a) references to the singular includes the plural and vice versa; and
 - (b) references to person or individuals include that person’s successors, administrators, executors and assigns and a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Government Agency.
- 14.10 Nothing contained or implied in this Agreement creates any employment relationship, partnership, agency or trust, and a party has no authority to bind the other party in any way. The Supplier and Supplier Personnel must not represent themselves as employees, agents or partners of the University.

15. DEFINITIONS

In this Agreement, in addition to the definitions in the table in the Details section of this Agreement, the following expressions have these meanings:

Background IPRs has means, in relation to a party, any IPRs owned or licensed by that party which existed prior to or were developed otherwise than in connection with this Agreement.

Business Day means any day other than:

- (a) a Saturday, Sunday or public holiday in NSW; and
- (b) a day during the period in which the University is closed during December and January each year.

Confidential Information means all information or data that is exchanged between the parties for the purposes of this Agreement or the Research Services before, on or after the date of this Agreement (including the terms of this Agreement) relating to the operations, business, research and technology of the disclosing party excluding information which is:

- (a) publicly available or subsequently becomes publicly available other than in a breach of this Agreement;
- (b) lawfully known to the other party on a non-confidential basis before being disclosed by the party that owned the confidential information; or
- (c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential.

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In particular, the University's Confidential Information includes confidential information or data within the University Materials.

Details means the details set out in the table at the front of this Agreement.

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

GST means any tax levied pursuant to *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Indemnified Tax or Charge means all group tax, fringe benefits tax, payroll tax, PAYG tax deductions, superannuation contributions, superannuation guarantee charges, workers' compensation premiums, penalties (including penalties and interest arising from late payment or failure to pay) and any other charges imposed by any government authority arising out of or in relation to the provision of the Research Services through the Supplier Personnel.

IPRs means all registered and unregistered rights in relation to present and future copyright, trade marks, designs, know-how, patents, confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

Losses means claims, actions, liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party) and consequential and indirect losses and damages including those arising out of any third party claim.

Modern Slavery has the same meaning as in the *Modern Slavery Act 2018* (Cth).

Nominated Personnel means Supplier Personnel who are identified as Nominated Personnel in the Details.

Project IPRs means any IPRs created in carrying out the Research Services and includes the Deliverables.

Purchase Order means the document titled "purchase order" issued by the University to the Supplier for particular Research Services.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Representative of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, contractor or subcontractor of that party.

Statement of Work means the statement of work (if any) attached to this Agreement.

Supplier IPRs means

- (a) Background IPRs;
- (b) IPRs owned by the Supplier which subsist in the Deliverables and the Project IPRs (if the Details or Statement of Work provide that the Supplier owns the IPRs in the Project IPRs); or
- (c) other IPRs which are used in the performance of the Research Services.

Supplier Personnel means any person the Supplier designates to perform the Research Services on the Supplier's behalf including any Nominated Personnel specified in the Details or Statement of Work.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, net income.

Third Party IPRs means IPRs belonging to a third party which subsist in the Deliverables or Project IPRs or which are otherwise used in the performance of the Research Services.

University Material means all information, data, equipment, resources or materials provided by the University to the Supplier.

Warranted Materials means the Supplier's Background IPRs, Project IPRs and Deliverables.

Workplace Laws means, in respect of a party, any legislation, regulations or industrial instruments (including awards or enterprise agreements) which apply to that party or to that party's employees. In relation to a Supplier based in Australia, this includes the *Fair Work Act 2009* (Cth) and National Employment Standards.

SCHEDULE 1: STATEMENT OF WORK

The Statement of Work is attached as part of this Agreement.

The University of Sydney's 2021 MRRF Frontier Health and Medical Research Initiative Stage 1 project entitled "New Frontiers in Personalised Prevention of Coronary Artery Disease" ("CAD Frontiers") DIIS Number: RFRHPI000110, has awarded \$20,000 to Baker Heart and Diabetes Institute to support the project entitled "Establishing a novel drug testing platform: atherosclerotic plaque rupture, myocardial infarction and aneurysm in an animal model of diabetes-induced plaque instabilities", led by Dr Yung-Chih (Ben) Chen. This project directly aligns with the Core 3 strategy of CAD Frontiers, with project progress to be reported in Stage 1 research output to the MRFF. Project funds are to be used exclusively to support the Methodology's outlined in the Research Plan (Schedule 3).

1. RESEARCH SERVICES

No.	Research Service	Time Period for Delivery
1.	Execution of research activities	Ongoing until 14 March 2023
2.	Provision of current Data, Methods, and Results	14 December 2022
3.	Provision of Final Data, Methods, and Results	31 March 2023

2. DELIVERABLES AND MILESTONES

No.	Research Service	Due Date
1.	Mid-Project Progress Report	14 December 2022
3.	Final Progress Report	31 March 2023

3. FEES

Fees will be paid upfront on execution of agreement and receipt of valid invoice.

A total of \$20,000 (excluding GST will be provided to Dr Yung-Chih (Ben) Chen to support the project "Establishing a novel drug testing platform: atherosclerotic plaque rupture, myocardial infarction and aneurysm in an animal model of diabetes-induced plaque instabilities", as outlined in the Methodology Section of the appended Research Proposal (Schedule 3).

SCHEDULE 2: FUNDING AGREEMENT

Attached

SCHEDULE 3: RESEARCH PROPOSAL