This **Memorandum of Understanding** is dated the last date on which it is executed.

**BETWEEN:**

**BARWON HEALTH** (ABN 45 877 249 165) of Ryrie St, GEELONG, Victoria 3220 **(*BH*)**

**AND the party or parties (*Collaborator*** or ***Collaborators*)** named in Item 2 of Schedule 1.

**RECITAL**

The parties wish to conduct research and development with a view to achieving agreed research objectives through a research or quality improvement project, the “Research Project,” as specified in Item 1 of Schedule 1, on the terms and conditions set out in this Memorandum of Understanding.

**IT IS AGREED AS FOLLOWS:**

1. RESEARCH PROJECT

1.1 Each party agrees to carry out its obligations in respect of the Research Project in accordance with the terms and Conditions of this Memorandum of Understanding and the National Statement on Ethical Conduct in Human Research 2007 and The Australian Code for the Responsible Conduct of Research 2018 (as varied or replaced by the National Health & Medical Research Council, the Australian Research Council and Universities Australia).

1.2 Each party must:

* + 1. carry out its respective roles and obligations in respect of the Research Project as set out in Schedule 2 or as agreed by the parties from time to time;
    2. bear its own costs under this Memorandum of Understanding;
    3. obtain and comply with all required authorisations from government agencies and ethics committees which are required for the Research Project unless one party is nominated at Item 4 of Schedule 1;
    4. not knowingly infringe, and use its best endeavours not to infringe, the Intellectual Property rights of any person in carrying out the Research Project; and
    5. carry out the Research Project in accordance with all applicable laws.

1. PROJECT INTELLECTUAL PROPERTY (IP)
   1. Except for copyright in a student thesis (see clause 2.22.2) Project IP will be jointly owned by the parties as tenants in common in the proportion set out in Item 5 of Schedule 1 and no party may:
      1. grant a licence of its share of any Project IP; or
      2. assign its share of the Project IP,

without the written consent of all parties, which shall not be unreasonably withheld.

* 1. The parties agree that copyright in a student thesis will be owned by the student but the party responsible for the student will ensure that the student enters into a written agreement, which is consistent with this Memorandum of Understanding, before the student commences any Research Project activities.
  2. The parties will notify each other of any Project IP that might have commercial potential and the parties will negotiate in good faith the terms of any Commercialisation of the Project IP so as to share fairly any associated commercial return.
  3. The parties are committed to appropriate recognition of contributions to invention and exploitation of Intellectual property for the benefit of the Australian community.

1. BACKGROUND IP
   1. Each party warrants that it either owns, or is properly licensed to use, its Background IP and that it has the right to grant the licence in clause 3.2.
   2. Each party grants to the other party for the Term a royalty free, non-exclusive licence to use that party’s Background IP for the purposes of this Memorandum of Understanding only.
   3. Subject to clause 3.2, no provision of this Memorandum of Understanding affects the rights inherent in the Background IP.
2. PUBLICATION
   1. At least 28 days prior to any publication, the publishing party will provide a copy of the proposed publication to each other party.
   2. The other parties may provide comments and/or reasonable amendments to the publication to protect their Confidential Information and/or Intellectual Property provided they are given to the publishing party in writing no later than 14 days before the publication is proposed. If no such comments or amendments are provided within those 14 days the publishing party can publish.
   3. All publications will recognise the contribution by the parties to the Research Project.
   4. The parties are committed to appropriate recognition of contributions to invention and exploitation of Intellectual property for the benefit of the Australian community.
3. INSURANCE
   1. Each party shall effect and maintain adequate insurance to cover its conduct in the Research Project.
4. TERMINATION
   1. Without prejudice to any of their rights, a party may by notice immediately terminate this Memorandum of Understanding if another party (Breaching Party):
      1. commits any serious or persistent breach of this Memorandum of Understanding;
      2. is guilty of any wilful misconduct or wilful neglect in the discharge of its duties under this Memorandum of Understanding;
      3. fails, within 14 days after receipt of written notice, to remedy any default in performance under this Memorandum of Understanding; or
      4. seeks relief under any bankruptcy or insolvency law or is the subject of liquidation or winding up proceedings, receivership, bankruptcy or similar, other than for the purpose of and followed by a reconstruction, amalgamation or re-organisation,
      5. or any person on the Research Project for whom the Breaching Party is responsible is convicted of any criminal offence.

1. GENERAL
   1. This Memorandum of Understanding constitutes the entire agreement and understanding between the parties with respectto the subject matter of this Memorandum of Understanding.
   2. This Memorandum of Understanding is governed by the laws of the State of Victoria and each Party submits to the exclusive jurisdiction of the courts of that State.

**EXECUTED** by the parties on the last date hereinafter appearing

**PRINCIPAL INVESTIGATOR FOR PRINCIPAL INVESTIGATOR FOR**

**BARWON HEALTH COLLABORATOR**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE AND DATE SIGNATURE AND DATE

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

NAME [please print] NAME [please print]

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[*POSITION TITLE*] [POSITION TITLE]

**SCHEDULE 1**

**PROJECT DETAILS**

|  |  |  |
| --- | --- | --- |
| **Item 1** | **Research Project** | * [BH local HREC or QA/NRR project number] * [Project title] * *[Protocol version number and date]* |
| **Item 2** | **Collaborator(s)** (Institution names, ABN) | * [*Collaborator – institution name, ABN*] |
| **Item 3** | **Term**  **Commencement Date**  **End Date** | * [Insert anticipated start date or “date of last signature”] * [*Insert anticipated completion date or (eg) “XX months/years from start date”]* |
| **Item 4** | **Party responsible for obtaining all necessary ethical, administrative and governmental approvals** | [insert details about which party (ies) will be responsible for obtaining ethical and other approvals, eg specify if BH or Collaborator or both will obtain approvals as applicable, necessary for undertaking this research project] |
| **Item 5** | **Ownership of Project IP** | * equal shares * in the proportion to the inventive contribution of each contributing party   *(strike which is inapplicable)* |

**SCHEDULE 2**

**PARTY DETAILS**

|  |  |
| --- | --- |
|  | **Barwon Health** |
| **Principal Investigator:**  **Name**  **Position**  **Address**  **Telephone**  **Facsimile**  **E-mail** | This person will sign the Memorandum of Understanding |
| **Other Barwon Health investigators:** |  |
| **Research Project obligations:** | |
| **Role** | E.g.; Prepare protocol  Supply questionnaires  Manage research staff  Identify participants  Provide access to medical records  Consent participants  Data collection  Data analysis  Report and manuscript preparation  etc |
| **Materials and other in-kind contributions** | List if any – e.g. provision of tissue samples or data  Note: if “materials” provided include tissue samples, provide full details of what will happen to tissue samples at end of the project. Tissue samples provided by Barwon Health remain the property of Barwon Health. |
| **Reports** | List any reporting obligations including who will prepare the annual progress report to the Barwon Health HREC (if applicable) and, for the party not preparing the annual progress report, what information the other party needs to complete the report.  NOTE: annual progress reports are NOT required for QA/NRR projects. Delete this section for QA/NRR projects) |
| **Other obligations** | List if any |
| **Collaborator** [copy to add tables for additional collaborators] | **[Name of Collaborating Institution]** |
| **Principal Investigator:**  **Name**  **Position**  **Address**  **Telephone**  **Facsimile**  **E-mail** | This person will sign the Memorandum of Understanding |
| **Other investigators:** |  |
| **Research Project obligations:** | |
| **Role** | E.g.; Prepare protocol  Supply questionnaires  Manage research staff  Identify participants  Provide access to medical records  Consent participants  Data collection  Data analysis  Report and manuscript preparation  etc |
| **Materials and other in-kind contributions** | List if any e.g. provision of any tissue samples or data |
| **Reports** | List any reporting obligations including who will prepare the annual progress report to the Barwon Health HREC (if applicable) and, for the party not preparing the annual progress report, what information the other party needs to complete the report.  NOTE: annual progress reports are NOT required for QA/NRR projects. Delete this section for QA/NRR projects) |
| **Other obligations** | List if any |