**Clinical Trial Preparation Agreement**

This Clinical Trial Preparation Agreement is by and between:

# Parties

**BARWON HEALTH** ABN 45 877 249 165 a body corporate established under the *Health Services Act* 1988 (Vic), of Bellerine Street, Geelong VIC 3220 (‘**Barwon Health**’)

**and**

**Insert Name, address and ABN of company** (‘**Company**’).

**Barwon Health and Company, collectively the ‘Parties’**

# Recitals

1. The Company wishes to provide Barwon Health with confidential proprietary information and materials related to a study referred to in **Item 2 of the Schedule** (‘**Study**’).
2. In order to evaluate various aspects of the Study and to assess the feasibility of

Barwon Health participating in the Study, Barwon Health will perform certain work (‘**Work**’).

1. The Parties have agreed that the Company will pay Barwon Health to perform the work prior to the commencement of the Study.
2. This document (‘**Agreement**’) records the terms and conditions of the parties’ agreement.

**The Parties now agree as follows:**

1. The Parties intend to conduct the study referred to in **Item 2 of the Schedule**. The conduct of the Study will be governed by a separate document (‘**Clinical Trial Agreement**’).

## Term and Termination

1. This Agreement commences when it is executed by both parties and ends at the earlier of the following times:
	1. when the parties enter into a Clinical Trial Agreement in relation to the Study; or
	2. when the Agreement is terminated in accordance with **clause 3**.
2. A party may terminate this Agreement with 30 days’ prior written notice to the other party. In the event of such early termination, the Company must pay Barwon Health in accordance with **Item 3 of the Schedule** for all Work performed until the date of termination.

**Work**

1. Barwon Health will perform the Work as set out in **Item 4 of the Schedule**.

## Principal Investigator

1. Barwon Health has authorised the person named in **Item 5 of the Schedule** as the person responsible on a day-to-day basis for the conduct of the Work (‘**Principal Investigator’**).

## Payment

1. In consideration of Barwon Health performing the Work, the Company will pay Barwon Health the fees in the manner and at the times as set out in **Item 3 of the Schedule**.
2. The fees set out in **Item 3 of the Schedule** do not include GST. At the time of payment, the Company must pay to Barwon Health any amount of GST that Barwon Health is required to pay in addition to the fees set out in **Item 3 of the Schedule**.
3. Any obligation on the Company to pay Barwon Health under this Agreement:
	1. arises whether or not the Company and Barwon Health subsequently enter into a Clinical Trial Agreement; and
	2. survives termination of this Agreement.

## Company’s Products

1. Neither this Agreement nor any consideration paid under this Agreement is contingent upon Barwon Health’s use or purchase of any of the Company’s products.

## Intellectual Property

1. All intellectual property created and provided by a party remains the sole property of that party.

## Confidential Information

1. The Company provides information to Barwon Health to perform the Work on the basis that the information must be kept confidential, Barwon Health must not use or disclose the information, except in the following circumstances:
	1. where the use or disclosure is necessary for the performance of the Work;
	2. where the use or disclosure relates to an application to a reviewing Human Research and Ethics Committee for approval of the Study;
	3. where the Confidential Information has entered the public domain other than as a result of a breach of this Agreement;
	4. where release of the Confidential Information is required by law, with notice as soon as reasonably practical to the Company;
	5. for the purposes of legal advice; or
	6. for the purposes of disclosure to Barwon Health’s insurer.

## Governing Law and Jurisdiction

1. This Agreement is governed by and will be construed in accordance with the laws of the State of Victoria, Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria and courts entitled to hear appeals from those courts.

## Miscellaneous

1. Variation of any of the terms of this Agreement must be in writing and signed by both Parties.
2. In this Agreement, terms which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as those terms have in that

Act. If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment.

1. This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications between the parties.
2. Any provision of this Agreement which is invalid must:
	1. be read down to the minimum extent necessary to achieve its validity, if applicable; and
	2. be severed from this Agreement in any other case, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision.

# Execution

## Executed as an agreement

**Signed** for and on behalf of )

**BARWON HEALTH** ABN 45 877 249 165 ) ………………………………..………

by..…………………….………………., ) Signature of authorised officer

an authorised officer )

**Signed** for and on behalf of )

## [insert name of Company and ABN] ) …………..……………………………

by..…………………….………………., ) Signature of authorised officer

an authorised officer )

**Acknowledged** by ) ……………………………..…………

the **Principal Investigator** ) Signature of Principal Investigator

# Schedule

|  |  |  |
| --- | --- | --- |
| Item 1  | Company  |    |
| Item 2  | Study  |    |
| Item 3  | Payment  | Manner of payment:  Fees:  Time of payment:   |
| Item 4  | Work  |    |
| Item 5  | Principal Investigator  |    |
|  |  |  |