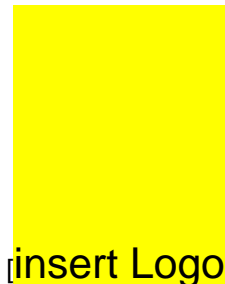




People caring for people



Ramsay Hospital
Research Foundation



DRAFT

FUNDING AGREEMENT

BETWEEN

RAMSAY HOSPITAL RESEARCH FOUNDATION LTD

ABN 11 607 036 948

AND

[Enter Recipient Name]

[Enter ABN]

AND

RAMSAY HEALTH CARE INVESTMENTS PTY LTD

ABN 44 078 881 473

IN RESPECT OF:

“ENTER TITLE OF APPLICATION”

FUNDING AGREEMENT

THIS AGREEMENT is made on 2021

BETWEEN:

RAMSAY HOSPITAL RESEARCH FOUNDATION LTD (ABN 11 607 036 948) of 7 Westbourne Street, St Leonards, NSW, 2065 (RHRF); and

[ENTER RECIPIENT DETAILS] (ABN XX XXX XXX XXX) of [enter address] (XXXX).

RAMSAY HEALTH CARE INVESTMENTS PTY LTD (ABN 44 078 881 473) with its head office located at Level 7, 7 Westbourne Street, St Leonards, NSW 2065 (**Ramsay Health Care**)

BACKGROUND:

- A. The Chief Investigator named in this Agreement has submitted an application to RHRF that sought funding to support the Research Project named in this Agreement. A copy of the funding application is attached or referred to in Schedule 4.
- B. That Research Project seeks to develop [enter a brief, high level, project description and what is seeks to achieve].
- C. Key members of project team for the Research Project are [enter details of Chief Investigator and any relevant details about positions].
- D. RHRF has agreed to provide the Research Project funding, and [RECIPIENT] has agreed to accept and manage the funding, under the leadership of the Chief Investigator and in accordance with this Agreement.
- E. The Research Project will be conducted at a variety of Research Locations, including Ramsay Health Care Facilities, all as listed in Schedule 1. Data will be collected from Ramsay Health Care patients and others who consent to participate in the Research Project.

IT IS AGREED AS FOLLOWS:

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Acquittal Statement means a statement in the form stipulated by RHRF and otherwise in compliance with this Agreement including clause 5.

Agreement means this document and includes any annexures or schedules to it, including any additional conditions set out in Schedule 3.

Applicable Laws means all laws and related regulations, rules and guidelines applying to the conduct of the Research Project in the jurisdictions where it is being conducted.

Business Day means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.

Chief Investigator means the individual who has applied for funding and who has agreed to lead the Research Project that has been approved by the RHRF Board.

Commencement Date means the date set out in Item 1 of Schedule 1.

Completion Date means the date set out in Item 2 of Schedule 1.

Confidential Information means all information provided by one Party to the other Party in connection with this Agreement, which is confidential and which relates to the business, technology or other affairs of the disclosing Party.

Data means any information that is collected as a part of the Research Project and includes, but is not limited to clinical data, personal information, biological samples and pathology and

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imaging records.

Dispute means a dispute arising out of or in connection with this Agreement.

Existing Material means all Material which is developed or owned by, or which is under the control of, a Party which is in existence before the Commencement Date and incorporated in, or supplied with, or as part of, the Research Project.

GST has the meaning referred to in clause 14.1.

Intellectual Property Rights includes all current and future registered and unregistered rights in respect of patents, copyright, moral rights, designs, trade marks, trade secrets, know-how and confidential information, inventions and discoveries and all other intellectual property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.

Investigators means the Chief Investigator and any other individual(s) who will be leading and taking responsibility for the conduct of the Research Project and who are listed in Schedule 1.

Loss means liabilities, expenses, losses, damages and costs (including reasonable legal costs).

Material includes documents, records, software (including source code and object code), goods, images, information and data stored by any means including any copies and extracts of any of them.

Notice means a communication from a Party to the other in connection with this Agreement and includes notices, consents, approvals and waivers and **Notify** means to send a Notice in accordance with clause 18.

Milestone means elements of the research which are to be completed at certain time points throughout the Research Project and as set out in Schedule 2.

Participants means any participants (whether Patients or otherwise) proposed or involved in connection with the Research Project.

Parties means RHRF, [RECIPIENT] and, subject to clause 1.2(l), Ramsay Health Care, and **Party** is a reference to either of them as the context provides.

Patient means an in-patient or outpatient at any Research Location.

Patient Consent means consent that satisfies the requirements of Privacy Laws and has the approval of the responsible Human Research Ethics Committee (**HREC**) that is required for the use or disclosure of Personal Information, including an opt-out approach for consent (provided that the opt-out approach has been approved by the responsible HREC).

Personal Information includes "personal information" and "health information" as those terms are defined under Privacy Laws.

Privacy Laws includes the *Privacy Act 1988* (Cth), the *Health Records and Information Privacy Act 2002* (NSW) and any other legislation relating to personal or sensitive (including health) information that applies to RHRF, [RECIPIENT], Ramsay Health Care or the Research Project.

Research Project Outcomes means all results of the Research Project, including but not limited to any tests, clinical templates, devices, diagnostic tools, publications, reports, pamphlets or collateral or any other Material that could be used to improve patient care.

Ramsay Health Care Facility means a hospital or other patient-related facility operated by or under the control of Ramsay Health Care.

Report means the reports referred to in Schedule 2.

Research Governance means the internal processes, policies and procedures required by those who have responsibility for a Research Location to ensure they are aware of and have approved such of the Research Project as is to be conducted at such site.

Research Grant means the funding provided by RHRF in accordance with this Agreement and

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the details provided in the Schedules of this Agreement.

Research Locations means such of the Ramsay Health Care Facilities and other locations listed in Item 14 of Schedule 1.

Research Project means the project summarised in Item 3 of Schedule 1 and detailed in Schedule 4, revised only as agreed by RHRF and [RECIPIENT] in writing and otherwise in accordance with this Agreement.

Research Project Personnel means the Investigators and personnel who have been engaged by [RECIPIENT] including through a third party to carry out tasks associated with the Research Project and referred to in Schedule 1 and Schedule 4.

Responsible Officer means a senior manager appointed by [RECIPIENT] to be accountable for the administration of the Research Grant and the conduct of the Research Project, being the person whose details are in Schedule 1.

Retention Date means in respect of data which is the subject of regulation of Applicable Laws or the Australian Code for the Responsible Conduct of Research, the date on which it would not be a breach of any such laws or code to destroy or delete that data.

Stage means the collection of a set of Milestones that must be completed as a part of the Research Project as outlined in Schedule 2.

Term means the period specified in clause 2.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) words importing one gender includes all other genders;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document, including this Agreement, is to that document as amended, supplemented, replaced, assigned or novated;
- (f) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this Agreement and a reference to this Agreement includes all schedules and annexures;
- (g) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations and instruments issued under it;
- (h) a reference to writing includes any means of reproducing words in a tangible and permanently visible form;
- (i) a reference to a Party includes that Party's successors and permitted assigns;
- (j) including and includes does not limit what else might be included;
- (k) a reference to AUD, dollar or \$ is to Australian currency;
- (l) as regards there being more than two Parties:
 - (i) where this Agreement imposes an obligation on RHRF to [RECIPIENT], the obligation is RHRF's alone not an obligation on each or either of RHRF and Ramsay Health Care;
 - (ii) where this Agreement imposes an obligation on Ramsay Health Care to [RECIPIENT], the obligation is Ramsay Health Care's alone not an obligation on each or either of Ramsay Health Care and;
 - (iii) where this Agreement imposes an obligation on both RHRF and Ramsay Health Care to [RECIPIENT], that obligation is joint, not joint and several or several;

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- (iv) where this Agreement imposes an obligation on [RECIPIENT] to both RHRF and Ramsay Health Care, that obligation is owed to RHRF and Ramsay Health Care jointly and to each of them severally.

2 Term

- 2.1 This Agreement commences on the Commencement Date and, unless terminated earlier, expires on the Completion Date.

3 Research Project

- 3.1 [RECIPIENT] agrees to carry out the Research Project and ensure that the Research Project is conducted in accordance with the details in Schedule 4 and otherwise in accordance with this Agreement.
- 3.2 The Parties acknowledge and agree that the Research Project will require review and approval by the relevant Human Research Ethics Committee (HREC). In circumstances where a HREC does not give approval for the Research Project, or any subsequent revision of a Research Project, the Research Project funding may be discontinued at the discretion of RHRF.
- 3.3 The Parties acknowledge and agree that the Research Project may be performed in collaboration with third parties, including government agencies and departments, private companies, and other not for profit organisations. Irrespective of any collaboration with third parties, [RECIPIENT] remains responsible for fulfilling the obligations under this Agreement and is liable for the acts and omissions of any third party as if such acts and omissions were those of [RECIPIENT] itself.

4 Research Grant

- 4.1 The Research Project has been broken up into specific Stages and Milestones as set out in Schedule 2. Subject to this Agreement, RHRF will make payments for each Stage as provided in clause 6 and Schedule 2 upon receipt of a tax invoice from [RECIPIENT]. All tax invoices must separately specify the GST exclusive amount and the GST inclusive amount.
- 4.2 [RECIPIENT] shall issue a Milestone Report for each Stage as required in clause 5.4(a). [RECIPIENT] agrees to do this within the timeframe provided in Schedule 2. [RECIPIENT] acknowledges and agrees that unless and until such Report has been accepted by RHRF as referred to in clause 6.3 and Schedule 2 para 2.1(b), RHRF has no obligation to pay any [RECIPIENT] invoice relating to such Stage.
- 4.3 RHRF is not responsible for providing any money or resources in excess of the Research Grant. [RECIPIENT] accepts responsibility for providing additional funds (if any) required to complete the Research Project.
- 4.4 Subject to clause 4.2, RHRF agrees to pay each validly issued invoice for a payment within 20 Business Days of the relevant payment date. RHRF will make such payment into the [RECIPIENT] account specified in Schedule 1.
- 4.5 Notwithstanding, but without limiting, any other clause in this Agreement, RHRF may defer, reduce or not make a payment for the Research Grant:
 - (a) on written notice to a party at any time within 10 Business Days after the receipt of a Report if RHRF has reasonable concerns regarding matters set out in the Report; or
 - (b) in circumstances where [RECIPIENT] has failed to reach the agreed Milestones as specified in Schedule 2; or
 - (c) in any other case on 20 Business Days prior written notice to [RECIPIENT].
- 4.6 A notice under clause 4.5 must be provided in accordance with this Agreement and must, at a

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minimum, set out the following details:

- (a) whether the payment will be deferred, reduced or not made;
 - (b) reasons for the payment being deferred, reduced or not made, and
 - (c) steps, if any, requested by RHRF for [RECIPIENT] to take to address those reasons.
- 4.7 On receipt of the notice under clause 4.5 (Notice), [RECIPIENT] will, if requested by RHRF, work with RHRF to address and resolve the matters raised in the Notice.

5 Obligations of [RECIPIENT]

5.1 [RECIPIENT] must:

- (a) carry out the Research Project during the Term, including (without limiting clause 5.6) the recruitment of any Participants and the engagement of clinicians;
- (b) use the Research Grant only for the Research Project and only for those Milestones to which payments of the Research Grant have been made by RHRF;
- (c) notify RHRF within 20 Business Days after any changes that have affected or may affect the Research Project whether as to:
 - (i) the achievement of its overall aims;
 - (ii) the Investigators' ability to deliver the Research Project in accordance with this Agreement;
 - (iii) the achievement of the timeframes for the Research Project specified in the Schedules;
 - (iv) the involvement of Ramsay Health Care,or otherwise. RHRF may, but is not required, to agree with [RECIPIENT] to vary this Agreement to accommodate any such changes and any such agreement must be in writing signed by RHRF and [RECIPIENT], provided that if the changes would be likely to have any material adverse impact on Ramsay Health Care, the writing must also be signed by Ramsay Health Care. Without limiting clause 16, RHRF may terminate this Agreement by notice in writing to [RECIPIENT] if any such changes are made;
- (d) properly supervise the Responsible Officer and the Research Project Personnel to perform the Research Project in accordance with this Agreement;
- (e) ensure that any [RECIPIENT] personnel attending any Ramsay Health Care Facility will comply with directions, policies and procedures of Ramsay Health Care while on site, including without limitation, all policies relating to the protection of Personal Information;
- (f) ensure that any [RECIPIENT] personnel attending any Research Location other than a Ramsay Health Care Facility will comply with directions, policies and procedures of those in control of that location while on site, including without limitation, all policies relating to the protection of personal information, which are not inconsistent with those referred to in clause 5.1(e);
- (g) not conduct the Research Project other than at the Research Locations designated in Item 14 of Schedule 1
- (h) comply with this Agreement and Applicable Laws;
- (i) meet the timeframes for the Research Project specified in Schedule 1 and Schedule 2;
- (j) hold the Research Grant in an account which [RECIPIENT] solely controls; and
- (k) keep proper and accurate accounting and administrative records relating to the Research Project and the Research Grant.

5.2 [RECIPIENT] must not use the Research Grant:

- (a) for any indirect research costs, unless the indirect costs are specified in the details

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shown in Schedule 1;

- (b) to pay fees or charges, other than costs that are actually incurred in the Research Project;
 - (c) to cover the cost of any legal proceedings;
 - (d) to provide any redundancy payments, advancements, commissions, bonuses or performance based benefits or similar to any person;
 - (e) to lease any item or property that is owned by the Parties;
 - (f) to purchase any capital items, assets or resources unless specified in the Research Project shown in Schedule 1. Notwithstanding anything to the contrary, if the Research Grant is designated for the purchase of capital items, including equipment, in excess of \$5,000, [RECIPIENT] must ensure that those items, or any proceeds from the sale of those items continue to be applied for the public benefit as required by clause 9.1 and, at least until 30 June 2021, other purposes referred to in clauses 10.3 and 10.4, namely:
 - (i) such non-commercial research, training and publicity purposes as RHRF requires from time to time ; and
 - (ii) the exercise of rights in Project Research Outcomes for the purpose of Ramsay Health Care's initiatives in improving Patient outcomes;
 - (g) for any research that is already funded by alternate funding sources;
 - (h) as a security to obtain or comply with any form of loan, credit payment or other interest; or
 - (i) for any fines or penalties.
- 5.3 [RECIPIENT] must account for the Research Grant and maintain up-to-date and accurate records for the Research Project in accordance with applicable Australian Accounting Standards.
- 5.4 [RECIPIENT] must provide RHRF:
- (a) an Acquittal Statement for all of the Research Grant received by [RECIPIENT] as provided in Schedule 2, para 1;
 - (b) Milestone Reports, Annual Progress Reports, a Final Report and Post-Grant Outcomes Evaluation Reports as provided in Schedule 2, para 2 and
 - (c) any Additional Reports as provided in Schedule 2 para 3.
- 5.5 [RECIPIENT] must acknowledge the Research Grant provided by RHRF in any publications or presentations that relate to the Research Project.
- 5.6 [RECIPIENT] acknowledges, agrees and shall ensure that neither RHRF nor Ramsay Health Care is responsible for the recruitment of any Participants or the engagement of health or other professionals (whether clinicians or otherwise) proposed or involved in connection with the Research Project.
- 5.7 [RECIPIENT] must ensure that informed consent is obtained from any Participant prior to the collection of any Personal Information in relation to the Research Project. A consent shall be deemed not to comply with this obligation if it does not adequately inform the Participant of all reasonably foreseeable uses and disclosures of their Personal Information. Consents include Patient Consents where the Participant is a Patient. In circumstances where an individual withdraws consent to participate in the Research Project [RECIPIENT] will notify Ramsay Health Care and will update all records accordingly.
- 5.8 [RECIPIENT] will maintain during the Term and up to the Retention Date the Data that has been collected as a part of the Research Project in a confidential database and will ensure the data is secure at all times by limiting access to the database. If any Research Project Personnel are required to access the database, [RECIPIENT] must ensure that they comply with the obligations of confidentiality, security, privacy and other Intellectual Property Rights required of

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[RECIPIENT] under this Agreement.

- 5.9 [RECIPIENT] will immediately notify RHRF of any breach of security, including to the security of the Data, and consult with RHRF in relation to the management and response to any such security breach.

6 RHRF Obligations

- 6.1 RHRF must promptly review any Report provided by [RECIPIENT] and notify [RECIPIENT] if RHRF has or is aware of any concerns in relation to the Report.
- 6.2 Other than for Research Grant payments for a Stage which this Agreement requires RHRF to pay at the commencement of a Stage, RHRF's obligations to pay the Research Grant are subject to RHRF's acceptance of a Milestone Report from [RECIPIENT] for each Stage, by notice in writing to [RECIPIENT]. If RHRF does not accept a Report for a Stage, [RECIPIENT] will, if requested by RHRF, work with RHRF to address and resolve any matters raised by RHRF regarding the Report.
- 6.3 On any acceptance by RHRF of a Milestone Report, [RECIPIENT] may invoice RHRF for the next Research Grant payment for the relevant Stage as provided in Schedule 2.

7 Ramsay Health Care Obligations

- 7.1 Ramsay Health Care must insofar as the conduct of the Research Project at a Ramsay Health Care Facility is concerned:
- (a) promptly notify is awareness and consent to Research Governance for the Research Project after receiving notification of HREC approval subject to the requirements of its Research Governance being satisfied;
 - (b) facilitate the requirements of the Research Project and take reasonable steps to ensure that the Research Project can be conducted at the Ramsay Health Care Facility referred to in Item 14 of Schedule 1;
 - (c) promote the Research Project to all relevant personnel and Patients;
 - (d) facilitate the collection of Personal Information where a Participant consents to participate in the Research Project; and
 - (e) retain all medical records generated by it and any Personal Information collected by it as a part of the Research Project for a period of 15 years.
- 7.2 Ramsay Health Care will provide Research Project Personnel with reasonable access to the Ramsay Health Care Facility designated in Item 14 of Schedule 1, to the extent reasonably required to perform [RECIPIENT]'s obligations in relation to the Research Project under this Agreement, provided that:
- (a) [RECIPIENT] acknowledges and agrees that this clause does not give [RECIPIENT] or any Research Project Personnel a right to access any Participant information. Any access to Participant information by [RECIPIENT] or any Research Project Personnel will be subject to the consent of the relevant Participant, Research Governance and the CEO of the Hospital;
 - (b) [RECIPIENT] must ensure that any Research Project Personnel attending a Research Location will comply with the directions, policies and referred to in clauses 5.1(e) and 5.1(f); and
 - (c) [RECIPIENT] must ensure that any Research Project Personnel on site at all Ramsay Health Care Facilities have appropriate identification in place and comply with all visitor entry requirements.
- 7.3 Nothing in this Agreement shall oblige Ramsay Health Care to
- (a) employ or engage individuals to supervise, run or otherwise be a part of this Research Project, including in the event that the Research Project is not able to be completed in accordance with the timeframes and any methodologies referred to in the Schedules or otherwise in this Agreement or

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- (b) procure any access to a Research Location other than the Ramsay Health Care Facility referred to in Item 14 of Schedule 1 to the extent reasonably required for [RECIPIENT] to perform [RECIPIENT]'s obligations in relation to the Research Project under this Agreement.

8 Reports

- 8.1 [RECIPIENT] must provide to RHRF the Reports within the times required by this Agreement (including Schedule 2) or otherwise as requested by RHRF.
- 8.2 Without limiting Schedule 2, each Report must be in writing and provide the details set out in Schedule 2 and also details of all changes that have affected or may affect the Research Project, whether as to:
 - (a) the achievement of its overall aims;
 - (b) the Investigators' ability to deliver the Research Project in accordance with this Agreement;
 - (c) the achievement of the timeframes for the Research Project specified in the Schedules;
 - (d) the involvement of Ramsay Health Care,or otherwise.
- 8.3 [RECIPIENT] will otherwise ensure that all Reports are in the form and delivered in the manner specified by RHRF from time to time.

9 Publication and Publicity

- 9.1 The outcomes of the Research Grant and Research Project must be for the public benefit and must be published in accordance with the NHMRC Open Access Policy.
- 9.2 [RECIPIENT] must acknowledge the Research Grant provided by RHRF in all publications, reports and other communications. The acknowledgement text is specified in Schedule 1, Item 13.
- 9.3 [RECIPIENT] may wish to acknowledge the involvement of Ramsay Health Care in the Research Project through the placement of logos, branding, media engagement or other communications opportunities and if it does so it must seek prior approval from RHRF.
- 9.4 RHRF may acknowledge the Research Project being undertaken by [RECIPIENT] through the placement of logos, branding, media engagement and other communications opportunities. RHRF's acknowledgement of the Research Project may include newsletters, website, presentations, flyers and posters. In acknowledging the Research Project RHRF must comply with any limitations on publications as a condition of the HREC's approval of the Research Project.

10 Intellectual Property

- 10.1 Except as expressly provided to the contrary in this Agreement (for example under 12.4), nothing in the Agreement shall otherwise operate to assign or license either Party's Intellectual Property Rights to the other Party. Without limitation, any Intellectual Property Rights created, developed or improved by or on behalf of [RECIPIENT] during the Term of this Agreement, will be owned solely by [RECIPIENT] regardless of the extent to which (if any) the Research Grant has financially contributed to such creation, development or improvement.
- 10.2 Existing Material remains the sole property of the Party who has made it available. Except as expressly stated in this Agreement, nothing in this Agreement transfers ownership, or otherwise grants any rights, to either party in Existing Materials.
- 10.3 [RECIPIENT] grants to RHRF a perpetual, non-exclusive, worldwide, royalty free, irrevocable licence (which may be assigned and sub-licensed) to exercise all rights in Research Project Outcomes, including uses, disclosures, reproductions, modifications and adaptations, for such non-commercial research, training and publicity purposes as RHRF requires from time to time.
- 10.4 [RECIPIENT] grants to Ramsay Health Care a perpetual, non-exclusive, non-transferable,

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worldwide, royalty free, irrevocable licence to exercise all rights in Research Project Outcomes, including uses, disclosures, reproductions, modifications and adaptations for the purpose of Ramsay Health Care's initiatives in improving patient outcomes.

10.5 [RECIPIENT] represents and warrants that:

- (a) it has all appropriate licences of, or title to, all Intellectual Property Rights it requires to perform the Research Project;
- (b) it has authority to grant the licenses under clauses 10.3 and 10.4;
- (c) it will promptly make media embodying Research Project Outcomes available to RHRF and Ramsay Health Care, in such form as RHRF or as the case requires Ramsay Health Care reasonably requests, to facilitate access Research Project Outcomes and exercise their respective rights under this Agreement.

11 Confidential Information

11.1 Each Party must retain each other Party's Confidential Information in confidence and not use or disclose it to a third party except as expressly permitted under this Agreement or with the other Party's written consent.

11.2 The obligation of confidence will not apply to Confidential Information that is:

- (a) in the public domain other than due to breach of confidence;
- (b) obtained by a Party from a third party in circumstances where that Party has no reason to believe that there had been a breach of confidence;
- (c) required to be disclosed by law or order of a judicial or parliamentary body or government agency, but only if the Party disclosing the Confidential Information promptly notifies the Party owning the Confidential Information and discloses only that part of the Confidential Information required by law or order to be disclosed; or
- (d) disclosed to a Party's professional advisers who have agreed to keep the Confidential Information confidential.

11.3 If necessary to perform the Research Project, [RECIPIENT] may disclose Confidential Information to a regulatory authority, professional adviser or ethics committee that needs the Confidential Information to approve or provide advice on the Research Project. [RECIPIENT] will only disclose the Confidential Information subject to an obligation of confidence and agreement by those persons to maintain confidentiality in similar terms to this clause 11.

11.4 If this Agreement expires or is terminated, each Party must immediately return (or destroy, if requested) all Confidential Information of the other Party in its possession, power or under its control, except that each Party may retain a single copy of such Confidential Information to the extent required to monitor or comply with its obligations under this Agreement.

11.5 Each Party must limit access to Confidential Information of the other Parties to its personnel who have a need to know it to perform the Agreement, and must ensure that those personnel comply with the obligations of confidence under this clause 11 as if they were a party to this Agreement.

11.6 Any confidentiality obligations under this clause 11 are subject to the full exercise of the rights of RHRF and Ramsay Health Care under this Agreement including clauses 10.3, 10.4 and 12.4.

12 Personal Information

12.1 The Parties will comply with the Privacy Laws in relation to any Personal Information that is collected, used or disclosed under this Agreement.

12.2 The Parties acknowledge that the consent to collect and disclose Personal Information for participation in the Research Project will, at all times, be at the sole discretion of each Participant and subject to ongoing Participant consent at all times;

12.3 Ramsay Health Care gives no warranty or representation that the Data collected by, or otherwise made available to [RECIPIENT] under this Agreement is accurate or complete.

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[RECIPIENT] relies on all such Data at its own risk.

- 12.4 The Parties agree that in relation to Data directly or indirectly collected from Ramsay Health Care Facilities or Ramsay Health Care Patients, Ramsay Health Care shall own all rights (including Intellectual Property Rights and rights in storage media) and will, subject to clause 3.1 and 12.2, do what Ramsay Health Care considers is reasonably appropriate to provide or make available that Data to [RECIPIENT] in the format agreed between the Parties to facilitate completion of the Research Project by [RECIPIENT].

13 Insurance

- 13.1 [RECIPIENT] must procure and maintain insurances for the Term of this Agreement with a reputable insurer, including:
- (a) professional indemnity insurance having a minimum limit of indemnity of \$10 million for any one claim with an annual aggregate of \$20 million;
 - (b) industrial special risk insurance at levels reasonably necessary to protect [RECIPIENT] interest in the event of damage to property occupied by [RECIPIENT];
 - (c) workers compensation insurance for all [RECIPIENT] employees in accordance with and as required under applicable workers compensation legislation; and
 - (d) cyber insurance.
- 13.2 If requested, [RECIPIENT] must provide RHRF with copies of the relevant insurance certificates of currency.

14 GST

- 14.1 Interpretation
- (a) Except where the context suggests otherwise, terms used in this clause 14 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999*.
 - (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 14.
- 14.2 If GST is payable in relation to a supply made by a party (Supplier) under or in connection with this Agreement, then the Recipient must pay to the Supplier an additional amount equal to the amount of that GST.
- 14.3 Notwithstanding any other provision in this Agreement to the contrary, the additional amount payable under clause 14.2 is payable at the same time as the consideration for that supply is payable or is to be provided or, if later, within 5 Business Days of the Supplier providing a valid Tax invoice for that Supply to the Recipient.
- 14.4 If the GST payable in relation to a supply made under or in connection with this Agreement varies from the additional amount paid by the Recipient under clause 14.2 then the Supplier must provide a corresponding refund or credit to, or must be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause is deemed to be a payment, credit, or refund of the additional amount payable under clause 14.2. However, the Supplier need not refund an amount which has been paid to the Commissioner of Taxation except to the extent that the Supplier is entitled to a refund or credit from the Commissioner of Taxation.
- 14.5 If a party is entitled to be reimbursed or indemnified under this Agreement the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.
- 14.6 The Supplier represents and warrants that on the dates of its Tax Invoices (and dates for or of

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payment of them) the Supplier is registered for GST.

15 Liability and indemnity

- 15.1 Each Party indemnifies the other Parties, its officers, employees and agents against any loss, liability or expense any of them may suffer or incur to the extent caused by:
- (a) a wrongful or negligent act or omission of a Party, its officers, employees or agents in respect of the Research Project;
 - (b) the infringement of a person's Intellectual Property Rights or moral rights by the Party in the performance, or as a result of the Research Project;
 - (c) any negligent or unlawful act or omission by a Party or its personnel in connection with the Research Project.
- 15.2 This indemnity is a continuing obligation separate and independent from the other obligations of the Parties and survives termination of this Agreement.
- 15.3 Those indemnified must give the indemnifying Party prompt notice of any claim likely to lead to a claim for indemnity and must fully cooperate with the indemnifying Party and its legal representatives in the investigation and management of any claim. Neither Party may withhold its approval of the settlement of a claim unreasonably.
- 15.4 Those indemnified must take all reasonable steps to mitigate their Loss.
- 15.5 Despite any clause of this Agreement, and to the extent permitted by law, under no circumstances will a Party be liable to the other Party for any indirect, special or consequential Loss suffered as a result of or in connection with this Agreement. The limitations and exclusions of liability under this clause does not apply to claims of infringement of Intellectual Property Rights of a Party or a breach of the confidentiality provisions under clauses 10 and 11.

16 Termination

- 16.1 If a Ramsay Party:
- (a) fails to fulfil, or is in breach of any of its obligations under this Agreement, including failure to meet the timeframes for the Research Project specified in Schedule 1 and Schedule 2, and does not rectify the omission or breach within 20 Business Days of receiving a Notice from [RECIPIENT] to do so; or
 - (b) ceases to carry on business, or becomes insolvent, or has an administrator, liquidator, receiver, manager or controller appointed to it under the *Corporations Act 2001* (Cth) or an order is made for its winding up,
- [RECIPIENT] may immediately terminate this Agreement by Notice to each of the Ramsay Parties.
- 16.2 If [RECIPIENT]:
- (a) fails to fulfil, or is in breach of any of its obligations under this Agreement, including failure to meet the timeframes for the Research Project specified in Schedule 1 and Schedule 2, and does not rectify the omission or breach within 20 Business Days of receiving a Notice from [RECIPIENT] to do so; or
 - (b) ceases to carry on business, or becomes insolvent, or has an administrator, liquidator, receiver, manager or controller appointed to it under the *Corporations Act 2001* (Cth) or an order is made for its winding up,
- RHRF may immediately terminate this Agreement by Notice to [RECIPIENT], provided that if the circumstances referred to in paragraphs (a) or (b) materially adversely affect, or are likely to materially adversely affect Ramsay Health Care, Ramsay Health Care may also immediately terminate this Agreement by Notice to [RECIPIENT] and RHRF
- 16.3 Each of [RECIPIENT] and RHRF may terminate this Agreement early by giving at least 20 Business Days' prior Notice to the other and Ramsay Health Care for any reason.
- 16.4 If this Agreement is terminated under this clause, RHRF will not be liable for the payment of

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any further Stage of the Research Grant and Ramsay Health Care may cease making the Ramsay Health Care Facility available for the Research Project by written notice to [RECIPIENT].

- 16.5 Termination of this Agreement does not discharge any right that a Party may have for a prior breach of this Agreement.
- 16.6 Where the Research Project or this Agreement is terminated under this clause, unless RHRF advises otherwise, [RECIPIENT] must promptly provide RHRF within the following 20 Business Days, a Final Report, an Acquittal Statement and any Additional Reports requested by RHRF.
- 16.7 For the purpose of this clause, **Ramsay Parties** means RHRF and Ramsay Health Care.

17 Dispute Resolution

- 17.1 A Dispute must be resolved in accordance with this clause 17. However, this clause does not prevent a Party from obtaining urgent injunctive relief, including with respect to protecting and/or enforcing its Intellectual Property Rights.
- 17.2 The Parties must first attempt to negotiate in good faith to resolve a Dispute.
- 17.3 If the Dispute is not resolved within 10 Business Days after the Parties first commence good faith negotiations, either Party may refer the Dispute to mediation at the Australian Disputes Centre Limited (ADC). The mediation will be conducted according to ADC's standard mediation rules for commercial mediations. Any information or document obtained by a Party during the mediation must only be used to resolve the Dispute before the ADC.
- 17.4 If the Dispute is not resolved within 15 Business Days of commencing mediation, a Party may commence proceedings in a court of competent jurisdiction.
- 17.5 Each Party must continue to perform its obligations under this Agreement, despite the existence of a Dispute or any proceedings under this clause 17.

18 Notices

- 18.1 All Notices must be in writing and delivered or sent to the address the Party (in the case of [RECIPIENT], to the attention of the Responsible Officer (or as amended by [RECIPIENT]'s Notice).
- 18.2 Notices take effect from the time received, provided that if a Notice received after 5:00pm in the place of receipt or on a day that is not a Business Day, it is taken to be received at 9:00am on the next Business Day.

19 General

- 19.1 This Agreement contains the entire agreement between the Parties and supersedes any prior negotiations, representations, understandings or arrangements made between the Parties regarding the subject matter of this Agreement, whether orally or in writing. If there is any inconsistency between these 19 clauses of this Agreement and any attached schedule, annexure or exhibit, the provisions of these 19 clauses will prevail, unless expressly provided otherwise.
- 19.2 This Agreement may only be amended by a written document signed by all Parties. The Parties acknowledge and agree that if the authorised representatives of RHRF and Ramsay Health Care unequivocally confirm, by email, an extension to any timeframes for the Research Project specified in the Schedules which may be requested by the Responsible Officer, such emails shall be deemed agreement to an amendment by written document for the purpose of the preceding sentence.
- 19.3 A right or remedy under this Agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a Party operate as a subsequent waiver of the same right or of any other right of that Party.
- 19.4 A Party may not assign or sub-contract its rights or obligations under this Agreement without

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first obtaining the other Parties' written consent.

- 19.5 This Agreement is governed by the laws of New South Wales and subject to clause 17, each Party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from them.
- 19.6 Any clause of this Agreement which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability, but the validity or enforceability of the remaining clauses of this Agreement will not be affected.
- 19.7 This Agreement does not create a relationship of employment, agency or partnership between the Parties. This Agreement does not create any exclusive relationship between the Parties and other than for clause 19.4, nothing in this Agreement limits a Party's right to engage or collaborate with any third parties.
- 19.8 This Agreement may be executed in any number of counterparts, and all counterparts together will be regarded as one instrument. A Party may sign any one counterpart.
- 19.9 Clauses 8, 10, 11, 12, 15, 17 and 18 and any clause giving effect to any of these survive expiry or termination of this Agreement .

Execution pages follow

FUNDING AGREEMENT

Executed as an agreement between the Parties on , 2021

Signed for and on behalf of [RECIPIENT Name] by its duly authorised representatives

Signature:

.....
Director / Authorised Representative

Position:

.....
Please Print

Name:

.....
Please Print

Signed for and on behalf of RAMSAY HEALTH CARE INVESTMENTS PTY LTD by its duly authorised representatives

Signature:

.....
Director / Authorised Representative

Position:

.....
Please Print

Name:

.....
Please Print

FUNDING AGREEMENT

Signed for and on behalf of RAMSAY HOSPITAL RESEARCH FOUNDATION by its
duly authorised representatives

Signature:

Director / Authorised Representative

Position:

Please Print

Name:

Please Print

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Schedule 1 Research Project Plan

Number	Item	Description
1.	Commencement Date	
2.	Completion Date	
3.	Research Project Description	<i>[TBC - provide a summary. In Schedule 4, provide a detailed description]</i>
4.	Research Grant	<p>\$<i>[TBC]</i> (ex GST)*. The Research Grant payments are scheduled on a staged basis, as provided in clauses 4 and 6.</p> <p>*As to GST, see clauses 4.1 and 14.</p>
5.	Recipient's Bank Account Details	<p>Bank Account Name:</p> <p>BSB:</p> <p>Account Number:</p> <p>Name of Bank:</p> <p>Address of Bank:</p> <p>Swift Code:</p>
6.	Report Schedule	Refer to Schedule 2
7.	Timeframes for the Research Project	The Research Project period is the Term. Timeframes for <i>[RECIPIENT]</i> to complete the Research Project are as specified in clauses 4 and 6.
8.	Contact Details	<p><i>[RECIPIENT]</i> :</p> <p>RHRF:</p> <p>Ramsay Health Care:</p>
9.	Chief Investigator	
10.	Investigators	<p>The above Chief Investigator and:</p> <p><i>[insert details]</i></p>

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11.	Research Project Personnel	Refer to Schedule 4
12.	Responsible Officer	<i>[details of senior manager appointed by [RECIPIENT] to be accountable for the administration of the Research Grant and the conduct of the Research Project.]</i>
13.	Acknowledgement	This research was/is supported by the Ramsay Hospital Research Foundation.
14.	Research Locations	<p>Ramsay Health Care Facilities: <i>[insert details]</i></p> <p>Other (non-Ramsay Health Care) locations: <i>[insert details]</i></p>

Schedule 2 Research Project Milestones, Payments & Reports

Stage 1 – on execution of this Agreement and the following Milestones	
Milestone 1: Milestone 2: Milestone 3: Milestone 4: Expected completion date: <i><insert here></i>	
PAYMENT	

Stage 2 on completion of the following Milestones	
Milestone 5: Milestone 6: Milestone 7: Milestone 8: Expected completion date: <i><insert here></i>	
PAYMENT	

Stage 3: on completion of the following Milestones	
Milestone 9: Milestone 10: Milestone 11: Milestone 12: Expected completion date: <i><insert here></i>	
PAYMENT	

Stage 4: on completion of the following Milestones	
Milestone 13: Milestone 14: Milestone 15:	

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Milestone 16:	
Expected completion date: <insert here>	
PAYMENT	

Stage 5: on completion of the following Milestones	
Milestone 17:	
Milestone 18:	
Milestone 19:	
Milestone 20: End of Project Report and Financial Acquittal submitted	
Expected completion date: <insert here>	
PAYMENT	

Total Research Grant **\$#**

Reports

1 Financial Reports

1.1 Acquittal Statements

- (a) [RECIPIENT] must provide an acquittal statement for all of the Research Grant received by [RECIPIENT] on an annual basis and when both the Research Grant has been fully expended and when the Research Project has been fully completed.
- (b) The Responsible Officer (or their delegate) must certify in the Acquittal Statement that it has been prepared using records that were properly maintained in accordance with applicable Australian Accounting Standards and that the Research Grant has been used in accordance with the terms of this Agreement.

The Acquittal Statement must be in the form stipulated by RHRF; comply with applicable Australian Accounting Standards and include a statement of income and expenditure in respect of the Research Grant received in respect of the Research Project attributable to its entire Term (or other period specified by RHRF) that is certified by the Chief Financial Officer (or their authorised delegate) and demonstrates [RECIPIENT]'s receipt and expenditure of the Research Grant for the Research Project.

- (c) The [RECIPIENT]'s Responsible Officer (or their authorised delegate) must certify in the Acquittal Statement that
 - (i) it has been prepared using accounts and records that were properly maintained in accordance with applicable Australian Accounting Standards; and
 - (ii) all Research Grant amounts provided for the Research Project have been used for the Research Project in accordance with the terms of this Agreement.

2 Non-Financial Reports

2.1 Milestone Reports

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- (a) [RECIPIENT] will provide a milestone report to RHRF, in the form stipulated by RHRF, at the completion of each Stage. The milestone report will detail the activities relating to the Research Project and whether the Milestones have been achieved.
- (b) Without limiting RHRF's termination rights under clause 16, if RHRF is not satisfied with the completeness or accuracy of the information supplied in a Milestone Report, or [RECIPIENT] fails to provide a Milestone Report as and when required under this Agreement, RHRF may require [RECIPIENT] to submit a more detailed, complete and accurate Milestone Report within a timeframe specified by RHRF and may withhold any further payments of the Research Grant until that report is provided and accepted by RHRF. [RECIPIENT] shall promptly comply with any such request. Without limiting the foregoing [RECIPIENT] acknowledges and agrees that RHRF has no obligation to pay any [RECIPIENT] invoice relating to a Stage unless and until it has accepted all Milestone Reports for that Stage.

2.2 Annual Progress Reports

- (a) [RECIPIENT] will provide a report to RHRF annually at the times and in the form stipulated by RHRF. At a minimum it will include a list of any research publications, outputs, sites at which the Research Project has been carried out, the socioeconomic status (SES) of patients and knowledge exchange activities.
- (b) Without limiting RHRF's other rights under this Agreement (including under clauses 4.5, 5.1, 6.2 and 16), if an Annual Progress Report for the Research Project is considered by RHRF to be inadequate, RHRF may require further information (including a more detailed, complete and accurate annual Progress Report) about the Research Project from the personnel who worked on the Research Project. [RECIPIENT] shall promptly comply with any such request.

2.3 Final Reports

- (a) The [RECIPIENT] shall, within the 20 Business Days after completion of the Research Project and in the format specified by RHRF, provide RHRF with a final report (**Final Report**) in respect of the Research Project. [RECIPIENT] must ensure that the Final Report describes all material aspects of the Research Project, including all Research Project Outcomes in a way which is likely to fully inform RHRF and other recipients of the Report about all material aspects of the Research Project with a focus on the research undertakings, the research outputs, knowledge exchange activities and lessons learned.
- (b) Without limiting RHRF's other rights under this Agreement (including under clauses 4.5, 5.1, 6.2 and 16), if a Final Report for the Research Project is considered by RHRF to be inadequate, RHRF may require further information (including a more detailed, complete and accurate Final Report) about the Research Project from the personnel who worked on the Research Project. [RECIPIENT] shall promptly comply with any such request.

2.4 Post Grant Outcomes Evaluation Report

- (a) On each anniversary of completion of the Research Project, until the fifth anniversary of that date, the [RECIPIENT] shall provide RHRF a post-Grant Outcomes Evaluation Report.
- (b) The Reports will provide a reasonable degree of information about the outputs, outcomes and any translation of the research achieved by the Research Project and a key point summary and conclusion to assist with RHRF's third-party communications regarding the Research Project.
- (c) Without limiting RHRF's other rights under this Agreement (including under clauses 4.5, 5.1, 6.2 and 16), if a Post Grant Outcomes Evaluation Report is considered by RHRF to be inadequate, RHRF may require further information (including a more detailed, complete and accurate Post Grant Outcomes Evaluation Report). [RECIPIENT] shall promptly comply with any such request.

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3 Additional Reports

The **RECIPIENT** shall provide RHRF with any other report in respect of the Research Project within the timeframe, in the format and containing the information reasonably requested by RHRF.

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Schedule 3 Additional conditions

#[TBC. If there are none, state "nil"]#

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Schedule 4 Research Project – Original Funding Application

[Attach funding application – see Background paragraph A]

Describe Research Project – see definition of Research Project in clause 1.1 and the summary in Schedule 1

Describe Research Project Personnel – see definition of Research Project Personnel in clause 1.1

Insert details as to how the Research Project will be carried out – see clause 3.1.

Include desired timeframes and methodologies for the Research Project – see clause 7.3]

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