

*AI For Decision Making – Defence Science and Technology Group*

**SPONSORED GRANT AGREEMENT**

**PARTIES**

**THE UNIVERSITY OF TECHNOLOGY SYDNEY** ABN 77 257 686 961 of 15 Broadway Ultimo NSW 2007, established under the *University of Technology, Sydney Act 1989 (NSW)* (“the University”)

**THE PARTY NAMED IN SCHEDULE 1** (“the Recipient”)

**BACKGROUND**

- A. The University of Melbourne is the administering organisation of the *AI for Decision Making Program* initiated and funded by the Commonwealth Government through the Defence Science and Technology Group of the Department of Defence (**Program**) and it has requested the University to undertake the contracting of Program recipients on its behalf.
- B. The Recipient has been awarded the Grant on the following terms and conditions.

**THE PARTIES AGREE:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires:

**Activity Material** means such reports and other materials to be delivered or otherwise created for the purpose of the Grant.

**Agreement** means this agreement together with any schedules or annexures and any amendments made in accordance with this agreement.

**Background Intellectual Property** means Intellectual Property owned or controlled by a Party, including but not limited to Intellectual Property developed prior to or independently of this Agreement.

**Business Day** means a day that is not a Saturday, Sunday or a University holiday as indicated on the University calendar as amended from time to time.

**Confidential Information** of a Party (Disclosing Party) means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented Intellectual Property, financial and business information and all other commercially valuable information of the Disclosing Party, in any form, which is designated in writing by the Disclosing Party as confidential to it and all copies, notes and records and all related

information generated by using such information. Confidential Information excludes or, as the case requires, ceases to include, information that is or becomes:

- (i) after the date of its disclosure by the Disclosing Party to the other Party (**Receiving Party**), properly available to the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party;
- (ii) at the date of its disclosure by the Disclosing Party to the Receiving Party, already properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party;
- (iii) available to the public other than as a result of a breach of confidentiality by the Receiving Party or its permitted discloses; or
- (iv) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information the subject of the disclosure.

**Disclosing Party** has the meaning given to it in the definition of Confidential Information.

**Dispute** has the meaning given to it in clause 11.

**Grant** means the amount specified in Item 5 of Schedule 1.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of this Agreement.

**Notice** means any notice, demand, consent or other communication whatsoever given or made under this Agreement and must be in writing.

**Parties** means the parties to this Agreement and their respective successors and permitted assigns, and Party means any one of them.

**Project** means the research or other activities detailed set out in Schedule 1.

**Project Intellectual Property** means the Intellectual Property which is created, developed or discovered in the course of conducting the Project.

**Receiving Party** has the meaning given to it in the definition of Confidential Information.

**Reporting Obligations** means the reporting obligations specified in Item 7 of Schedule 1.

**Term** means the period specified in Schedule 1.

1.2. In this Agreement, except where the context otherwise requires:

- 1.2.1. headings are for convenience only and do not affect interpretation;
- 1.2.2. the singular includes the plural and conversely;
- 1.2.3. another grammatical form of a defined word or expression has a corresponding meaning;
- 1.2.4. a reference to a person includes a natural person, partnership, body corporate, association, trust, unincorporated body, governmental or local authority or agency or other entity;

- 1.2.5. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- 1.2.6. a reference to A\$, \$A, dollar, or \$ is to Australian currency;
- 1.2.7. a reference to an agreement or document is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Agreement or that other agreement or document;
- 1.2.8. a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and
- 1.2.9. a reference to "GST", "input tax credit", "supply", "tax invoice" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

## **2. TERM**

This Agreement commences on the date as specified in Item 3 of Schedule 1 and terminates as specified in Item 4 of Schedule 1, subject to early termination in accordance with its terms.

## **3. GRANT**

- 3.1. The University will pay the Grant to the Recipient. Unless specified to the contrary in Item 5 of Schedule 1, the University must make such payments within 30 days of receipt by the University of a valid tax invoice from the Recipient.
- 3.2. The Recipient must only use the Grant for the Project.
- 3.3. For the purposes of this clause 3, the value of supplies made by each Party under this Agreement is as follows:
  - 3.3.1. unless expressly stated to the contrary, the consideration to be provided for any taxable supply made by one Party to the other under this Agreement has been calculated without regard to, and is exclusive of, GST;
  - 3.3.2. the consideration referred to in sub-clause 3.3.1 shall be increased by the amount of any GST;
  - 3.3.3. the Party receiving any payment for a taxable supply under this Agreement must provide to the Party making a payment for a taxable supply a tax invoice in respect of that payment; and
  - 3.3.4. the Party receiving any payment under this Agreement for a taxable supply must do all things necessary (including, without limitation, registering with any required Government authority) to enable the party making a payment for a taxable supply to claim any credits or other benefits under the relevant law relating to GST.

## **4. CONDUCT OF THE RESEARCH**

- 4.1. The Recipient must:
  - 4.1.1. carry out the Project in accordance with this Agreement and with all standard professional, scientific and ethical principles and standards;
  - 4.1.2. comply with the Reporting Obligations;
  - 4.1.3. enter into any third-party agreements as may be necessary to carry out the project; and

- 4.1.4. provide to the University, at its request, all reasonable information, documents and assistance relevant to the Project as may be necessary for the University to satisfy its obligations under the Program.
- 4.2. If the Grant includes funding to provide a scholarship to a student, the Recipient must:
  - 4.2.1. appoint a student to conduct the Project;
  - 4.2.2. supervise the carrying out of the Project by the student;
  - 4.2.3. take all reasonable steps to ensure that the student carries out the Project in a competent and diligent manner, in accordance with this Agreement and with all standard professional, scientific and ethical principles and standards and national security classification information; and
  - 4.2.4. provide the scholarship to the student from the Grant as specified in Schedule 1.

## **5. INTELLECTUAL PROPERTY**

- 5.1. As between the Parties, the Recipient shall own the Project Intellectual Property in the first instance.
- 5.2. The Recipient agrees to complete and provide upon request an executed Commonwealth use Intellectual Property Rights licence deed in the form provided by the Commonwealth and attached as Annexure A to this Agreement.
- 5.3. The Recipient provides the University with a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub license to the Commonwealth) to use, modify, communicate, reproduce, publish, and adapt the Activity Material for use by the Commonwealth and for the purposes of the Program.
- 5.4. The Recipient will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of any Activity Material, to the use of that Material by the Commonwealth.
- 5.5. To the extent that Activity Material delivered by the Recipient to the University contains Project Intellectual Property or the Recipient's Background Intellectual Property, the Recipient grants to the University a royalty-free, non-exclusive licence to use such Intellectual Property for the purpose of complying with any of its reporting obligations under the Program.
- 5.6. The Recipient agrees that it will not have any claim, ownership or interest in the University's Background Intellectual Property and Confidential Information. This Agreement is not intended to grant the Recipient any ownership or usage rights in respect of the University's Background Intellectual Property or Confidential Information.
- 5.7. The University agrees that it will not have any claim, ownership or interest in the Recipient's Background Intellectual Property and Confidential Information. This Agreement is not intended to grant the University any ownership or usage rights in respect of the Recipient's Background Intellectual Property or Confidential Information

## **6. ACKNOWLEDGEMENT AND PUBLICATIONS**

- 6.1. The Recipient must make reasonable efforts to publicly acknowledge the support of the Defence Science and Technology Group in relation to publications arising from to the Project. An appropriate form of acknowledgement is "*This research was supported by the Commonwealth of Australia through the Defence Science Technology Group of the Department of Defence*" or similar.

- 6.2. The Recipient must, within one week of the completion of the Project or in any event within 9 months after the start of any Activity, deliver to the University a document suitable for public release which outlines the outcomes of the Project ("**Release**"). The Recipient is responsible for ensuring the proposed release does not contain any unprotected Intellectual Property or Confidential Information. The University may, at its option
  - 6.2.1. accept the Release; or
  - 6.2.2. require that the Recipient make amendments to the Release. The Recipient must make such amendments in a timely manner.

The University may forward that Release to the Defence Science and Technology Group or other relevant Commonwealth body.

## **7. CONFIDENTIALITY**

- 7.1. When receiving Confidential Information, the Receiving Party must:
  - 7.1.1. keep all Confidential Information of the Disclosing Party confidential unless strictly required otherwise by law;
  - 7.1.2. limit access to those of its employees or agents reasonably requiring the Confidential Information on a strictly need to know basis;
  - 7.1.3. not use the Confidential Information in any way other than as contemplated by this Agreement without the prior written permission of the Disclosing Party;
  - 7.1.4. ensure that all employees, students or agents to whom the Confidential Information is disclosed are bound to keep the Confidential Information confidential and not to use the Confidential Information except for the Project; and
  - 7.1.5. immediately notify the Disclosing Party of any disclosure required by law.
- 7.2. At any time upon the written request of the Disclosing Party, the Receiving Party must, at its own expense, promptly destroy or return to the Disclosing Party any documents which embody the Disclosing Party's Confidential Information. The Receiving Party may retain:
  - 7.2.1. one copy of the foregoing documents in a secure location for record-keeping purposes only; and
  - 7.2.2. copies of the foregoing documents to the extent required by any applicable laws.
- 7.3. The Receiving Party shall not be required to delete or destroy any electronic back-up tapes or other electronic back-up files that have been created solely by their automatic or routine archiving and back-up procedures, to the extent created and retained in a manner consistent with its or their standard archiving and back-up procedures.

## **8. WARRANTIES**

- 8.1. Each Party warrants to the other Party that:
  - 8.1.1. it will not use, nor allow, explicitly or implicitly, the use by third parties, of the other Party's name and logo in any manner, unless the Party has expressly agreed in writing; and
  - 8.1.2. except where due to a breach of this Agreement, a Party will not institute any proceedings against the other Party or join in any legal proceedings

against the other Party brought by another person with respect to the Project or Project Intellectual Property.

## 9. LIMITATION OF LIABILITY

- 9.1. Except as otherwise provided in this Agreement, the Parties do not make any warranties regarding the Project, Project Intellectual Property or any part thereof.
- 9.2. Except as otherwise provided in this Agreement, to the extent permitted by law, the Parties have no liability whatsoever in respect of the Project or the Project Intellectual Property.

## 10. TERMINATION

- 10.1. The University may terminate this Agreement immediately upon the giving of Notice to the Recipient if:
  - 10.1.1. the Recipient is insolvent within the meaning of the Corporations Act 2001 (Cth);
  - 10.1.2. an application or order is made, or other steps are taken for the Recipient's winding up or dissolution, or the Recipient enters into an arrangement for the benefit of its creditors or any of them;
  - 10.1.3. an administrator is appointed over all or any of the Recipient's assets or undertakings, or a controller within the meaning of section 9 of the Corporations Act 2001 or similar officer is appointed to all or any of the Recipient's assets or undertakings; or
  - 10.1.4. the Defence Science and Technology Group has given notice of termination of the Program.
- 10.2. Either the Recipient or the University may terminate this Agreement:
  - 10.2.1. if the other Party is in default of the terms and conditions of this Agreement and fails to remedy the default within twenty (20) Business Days after Notice requiring the remedy of the default is received; or
  - 10.2.2. on giving ninety (90) days Notice without cause.
- 10.3. Termination of this Agreement for whatever cause shall be without prejudice to any rights or obligations that have accrued and are owing prior to such termination, including but not limited to payments of money.
- 10.4. Clauses 5 and 8 survive the expiration or termination of this Agreement along with any other provision which by its nature survives termination or expiration of this Agreement.

## 11. DISPUTE RESOLUTION

- 11.1. A Party claiming that a dispute has arisen under this Agreement (**Dispute**) must notify the other Party giving written details of the Dispute. The Parties agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute and will refer resolution of the Dispute to officers within each Party who are authorised to hear the dispute before commencing any legal proceedings in relation to the Dispute.
- 11.2. Any Dispute which cannot be settled under clause 11.1 within thirty (3) days of commencement of negotiation under clause 11.1 must be referred for determination by a person appointed for that purpose by the Parties, and failing agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia.
- 11.3. Any determination made under clause 11.2 is binding on the Parties.
- 11.4. Nothing in this clause 11 will prevent a Party from seeking urgent interlocutory relief.

## 12. GENERAL

- 12.1. **Governing law.** This Agreement is governed by the laws of the State of New South Wales, Australia. The Parties submit to the jurisdiction of the courts of the State of New South Wales and any courts which may hear appeals from those courts.
- 12.2. **Entire agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the Grant and Project and supersedes all prior oral or written representations and agreements with respect to the Grant and Project.
- 12.3. **Amendment.** This Agreement may only be amended in writing signed by the Parties.
- 12.4. **Assignment.** A Party may not assign its rights or obligations arising under this Agreement without the prior written consent of the other Party.
- 12.5. **Waiver.** A Party's failure to exercise or delay in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy and does not preclude the future exercise of that right, power or remedy. To be effective, a waiver of a right, power or remedy must be in writing and signed by the Party granting the waiver.
- 12.6. **Severance.** If any provision or part provision of this Agreement is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Agreement shall remain in full force and effect.
- 12.7. **Notices.** Notices must be in writing and signed by a duly authorised person. Notices to or by a Party delivered in person are deemed to be given by the sender and received by the addressee when delivered to the addressee:
- 12.7.1. if by domestic post, 3 Business Days from and including the date of postage;
  - 12.7.2. if by international post, 10 Business Days from and including the date of postage; or
  - 12.7.3. if by email, when an emailed Notice is acknowledged by the recipient personally (that is, not by any automatically generated system email);
- provided that if transmission is on a day which is not a Business Day or is after 5.00pm (addressee's time) on the next Business Day.
- 12.8. **Relationship of the Parties.** The Parties are independent contracting parties, and nothing in this Agreement shall make any Party the agent, partner or legal representative of the other Party for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other Party.
- 12.9. **Privacy.** Each Party must comply with its obligations under all applicable laws in relation to the collection, storage, use and disclosure of any personal or health information which it provides to the other Party or to which it becomes privy as a result of this Agreement.
- 12.10. **Force Majeure.** No Party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to anything beyond that party's reasonable control (including acts of God, natural disasters or any change in laws or regulations) (**Force Majeure Event**), provided that the party affected by the Force Majeure Event uses its reasonable endeavours to mitigate the impact of the Force Majeure Event. If a Force Majeure Event occurs, the affected Party must Notify the other Party as soon as practicable thereafter.

12.11. **Counterparts.** This Agreement may be executed in counterparts. All executed counterparts constitute one document.

**EXECUTED AS AN AGREEMENT**

**SIGNED** for and on behalf of )  
**UNIVERSITY OF TECHNOLOGY** )  
**SYDNEY:** )  
)

.....  
Signature of authorised person

.....  
Date

.....  
Office held

.....  
Name of authorised person (block letters)

**SIGNED** for and on behalf of **THE** )  
**RECIPIENT:** )  
)  
)

.....  
Signature of authorised person

.....  
Date

.....  
Office held

.....  
Name of authorised person (block letters)

The date of this Agreement is the last date on which the Agreement has been signed by all parties.

## SCHEDULE 1: PROJECT SPECIFICATIONS

### ITEM 1 THE PARTIES

<b>The University</b>	<b>Legal name</b>	University of Technology Sydney
	<b>Contact person for Notices</b>	Director, Research Office
	<b>Address</b>	15 Broadway, Ultimo NSW 2007
	<b>Email</b>	rio@uts.edu.au
	<b>ABN</b>	77 257 686 961

<b>The Recipient</b>	<b>Legal name</b>	
	<b>Contact person for Notices</b>	
	<b>Address</b>	
	<b>Email</b>	
	<b>ABN</b>	

<b>ITEM 2 SPONSOR</b>	The Commonwealth of Australia as represented by the Defence Science and Technology Group of the Department of Defence
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<b>ITEM 3 PROJECT START DATE</b>	xx-xx 2021
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<b>ITEM 4 PROJECT END DATE</b>	xx-xx 2022
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<b>ITEM 5 GRANT</b>	\$20,000 (ex GST) upon signing of this Agreement.
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Tax invoices for payment are to be submitted to:

[lucia.kralova@uts.edu.au](mailto:lucia.kralova@uts.edu.au),  
[info@defenceinnovationnetwork.com](mailto:info@defenceinnovationnetwork.com)

**ITEM 7      REPORTING  
OBLIGATIONS**

The Recipient must provide the following reports for the Sponsor:

1. Written Technical Report – due within 30 days of project end date
2. Oral Technical Presentation – due by 31 March 2022.

The Recipient must provide the following reports for the University:

3. Project Completion Summary – due within 30 days of project end date.
4. Project Follow-up Report – due 12 months from project end date

Written reports are to be submitted to [lucia.kralova@uts.edu.au](mailto:lucia.kralova@uts.edu.au),  
[info@defenceinnovationnetwork.com](mailto:info@defenceinnovationnetwork.com)

**ITEM 8      SPECIAL  
CONDITIONS  
OF GRANT**

1. The grant must only be used for direct costs associated with the project, including salary or similar support for Australian citizens and/or Permanent residents as nominated in the application.
2. The Recipient must provide a Licence to Use Intellectual Property developed as part of the Project to the Commonwealth for Commonwealth Use purposes via the Licence Deed attached at Annexe A.
3. Any publications arising from the project must be approved by the Sponsor before submission.

**ITEM 9 OTHER  
OBLIGATIONS  
& CONDITIONS**

**1) OBLIGATIONS UNDER THE HEAD AGREEMENT**

The Recipient accepts that its obligations under this Agreement form part of the obligations under the agreement between The University of Melbourne and the Commonwealth annexed to this agreement at Annexure B (**Head Agreement**) and agrees to fully cooperate by complying with the Recipient's obligations under this Agreement and with all reasonable requests that the University makes to enable The University of Melbourne to meet its obligations under the Head Agreement.

In performing this Agreement, the Recipient must not do anything that would place The University of Melbourne in breach of its obligations under the Head Agreement.

The Recipient indemnifies the University, its officers and employees against any claim, loss or damage arising in connection with the Project. The Recipient's obligation to indemnify the University under this clause will reduce proportionally to the extent any act or omission involving fault on the part of the University contributed to the claim, loss or damage.

Nothing in this Agreement will reduce or otherwise affect the obligations of The University of Melbourne under the Head Agreement. In the event of any inconsistency between this Agreement and the Head Agreement, the Head Agreement takes precedence.

**SUBCONTRACTING**

Subcontracting any part of, or the entire. Recipient's obligations under this Agreement will not relieve the Recipient from any of its obligations under this Agreement.

The Recipient must not subcontract any aspect of the performance of the Project without the prior written approval of the University.

The Recipient must not, in any event, enter into a subcontract under this Agreement with a subcontractor named by the Director of Workplace Gender Equality in a report to the responsible Minister as an employer currently not complying with the reporting requirements of the *Workplace Gender Equality Act 2012 (Cth)*.

The Recipient must make available to the University the details of all subcontractors engaged to perform any activities under this Agreement. The Recipient acknowledges that the University may pass those details to the Sponsor, who may be required to publicly disclose that information.

The Recipient must enter into a written agreement with any subcontractor that is consistent with this Agreement, including the University's rights under it, and to ensure that any subcontract does not conflict with or detract from the Sponsor's rights under the Head Agreement.

**REPAYMENT**

**Misspent funds**

The University will be entitled to recover from the Recipient any amount of the Grant that the University reasonably considers corresponds to funds that the University is required to repay to the Sponsor under the Head Agreement, to the extent that the

repayment is caused or contributed to by the Recipient's failure to spend or use funds in accordance with this Agreement or the Head Agreement.

#### **Unspent funds**

On expiry or termination of the Head Agreement, the University will be entitled to recover from the Recipient any amount of the Grant which the University reasonably considers correspond with unspent funds that the Sponsor requires The University of Melbourne to repay to the Sponsor under clause 11.2 of the Head Agreement.

#### **Repayment notice**

The University may give the Recipient a notice requiring the Recipient to pay to the University (or deal with as specified by the University) an amount which the University is entitled to recover.

If the University gives such a notice, the Recipient must pay the amount specified in the notice in full (or deal with it as specified by the University) within 14 days after the date of the notice.

#### **PRIVACY**

In performing the Project, the Recipient agrees to comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Sponsor would breach an Australian Privacy Principle as defined in that Act.

#### **CONFLICT OF INTEREST**

The Recipient 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.

If a conflict of interest arises, or appears likely to arise, the Recipient must:

- i) notify the University immediately in writing;
- ii) make full disclosure of all relevant information relating to the conflict; and
- iii) take such steps as the University requires to resolve or otherwise deal with the conflict.

#### **HEAD AGREEMENT CONFIDENTIAL INFORMATION**

Nothing in this Agreement will prevent the University from disclosing Confidential Information of the Recipient to the Sponsor in accordance with the Head Agreement. However, if the Recipient provides prior or concurrent written notice to the University that it wishes for any Confidential Information provided to the University under this Agreement to be considered 'Confidential Information' for the purposes of the Head Agreement then the University will communicate any such reasonable request to the Sponsor in circumstances where the University provides that Confidential Information to the Sponsor.

#### **WORK HEALTH AND SAFETY**

The Recipient must comply with all reasonable directions and procedures relating to work health and safety, whether

specifically informed by the University or as might reasonably be inferred from the circumstances.

#### **COMPLIANCE WITH LAWS**

The Recipient must comply with and ensure its Personnel (including subcontractors) comply with the laws from time to time in force in any jurisdiction in which any part of this Agreement is performed.

#### **BOOKS AND RECORDS AND AUDIT AND ACCESS**

For the purposes of this clause, **Accounting Standards** means the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the *Australian Securities and Investments Commission Act 2001* (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.

The Recipient must keep and require its subcontractors to keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable:

- i) all receipts and payments related to the Project to be identified and reported in accordance with this Agreement; and
- ii) the amounts payable by the University under this Agreement to be determined; and

The University or Sponsor, or a representative of one of them, may conduct audits relevant to the performance of the Recipient's obligations under this Agreement.

The Recipient must grant the University or Sponsor, or any nominees of either of them, the Auditor-General, the Freedom of Information Commissioner, the Information Commissioner and the Privacy Commissioner access at reasonable times and on reasonable notice (except where there is a suspected breach of this Agreement in which case no notice is required) to the Recipient's premises and data, records, accounts and other Material (as defined in Item 6) relevant to the performance of this Agreement, however and wherever stored or located, under the Recipient's custody, possession or control for inspection and copying. In the case of documents or records stored on a medium other than in writing, the Recipient must make available on request at no cost such reasonable facilities as may be necessary to enable a legible reproduction to be created.

#### **TERMINATION OR REDUCTION UNDER HEAD AGREEMENT**

The Recipient acknowledges that the Sponsor may, by notice to The University of Melbourne, terminate or reduce the scope of the Head Agreement, then:

- i) the scope of this Agreement will be reduced or terminated accordingly, in the manner as notified by the University to the Recipient;
- ii) the Recipient take all available steps to minimise loss resulting from that termination or reduction; and
- iii) in the case of a reduction in scope, continue to undertake any part of the Project not affected by the

notice (unless the Recipient and University agree that it is not commercially viable for the Recipient to do so).

If the Head Agreement is terminated or reduced in scope, the University will only be liable to the Recipient for payments under this Agreement or any compensation in connection to the termination or reduction in scope to the extent that the Sponsor provides corresponding payments to the University under the Head Agreement.

#### **ANNOUNCEMENTS**

The Recipient must, before making a public announcement in connection with this Agreement or any transaction contemplated by it, obtain the University's agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).

If the Recipient is required by law or a regulatory body to make a public announcement in connection with this Agreement or any transaction contemplated by this Agreement the Recipient must, to the extent practicable, first consult with and take into account the reasonable requirements of the University.

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## SCHEDULE 2: PROJECT SPECIFICATION

<b>Project Title/Research Challenge Topic</b>	
<b>Lead Investigator</b>	
<b>Nominated Personnel</b>	
<b>Agreed Deliverables</b>	<ol style="list-style-type: none"><li>1. Written Technical Report</li><li>2. Oral Technical Presentation</li><li>3. Software modules, code or similar to be provided to ONI on request</li></ol>

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**SCHEDULE 3: GRANT APPLICATION**

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**ANNEX A: SPONSOR – RECIPIENT INTELLECTUAL PROPERTY DEED**

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**ANNEX B: HEAD AGREEMENT**

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