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|  | Agreement |
|  | Version 1 |
| Head Agreement - Collaborative Research Accelerator |  |
|  |  |
| National Breast Cancer Foundation  «Lead Institution»  **Grant Code**: «Grant\_Code» |  |
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Head Agreement - Collaborative Research Accelerator

This agreement was made on ....................day of ..............................., 20.........

|  |  |
| --- | --- |
| Between the parties |  |
| NBCF | **National Breast Cancer Foundation**  ABN 37 144 841 707 of Level 7, 50 Margaret Street, SYDNEY NSW 2000 |
| Lead Institution | «Lead\_Institution»  ABN «ABN» of «Address» |
| Background | 1. NBCF is a leading Australian community-funded organisation raising money for research into the prevention, detection and treatment of breast cancer. Through the Collaborative Research Accelerator (**CRA**) grant scheme NBCF aims to provide funding for large-scale collaborative research activity to enable visionary, transformative research at scale. 2. The Principal Investigator and the Lead Institution have applied to NBCF for funding under the CRA grant scheme to undertake the Project. 3. NBCF agrees to provide the Lead Institution with the Grant Funds under the CRA to administer the Project to be undertaken under the day-to-day direction of the Principal Investigator. 4. The Lead Institution agrees to ensure the Project is undertaken in accordance with the terms of this agreement. |
| The parties agree as follows: | |

# Definitions

The meanings of the terms used in this document are set out in Schedule A.

# Term

### This Head Agreement commences on the Commencement Date and continues for the Term, unless terminated earlier in accordance with its terms.

### If the Lead Institution wants to extend the duration of this Head Agreement, the Lead Institution must provide NBCF with a written proposal outlining the proposed extended term, the further scope of the research (itemised by Research Workstream and including relevant Milestones and deliverables), and any other information requested by NBCF (**Proposal**), at least 60 Business Days before the end of the Term.

### NBCF has complete discretion whether or not to accept the Proposal. If NBCF accepts the Proposal or some variation of the Proposal, NBCF will notify the Lead Institution of the terms accepted and, following such notice, the Head Agreement, including the Project and Term, will be varied in accordance with such notice with effect from the end of the Term.

# Collaborative Research Accelerator

## Project and Research Workstreams

### Through the Collaborative Research Accelerator grant scheme, NBCF aims to foster large-scale collaborative research activities that will ultimately improve outcomes for people with breast cancer and support NBCF’s vision of achieving zero deaths from breast cancer.

### The Project consists of the Research Workstreams set out in item 9 of Schedule C (**Research Workstreams**). Each Research Workstream is led by a Chief Investigator who is responsible for the conduct of that Research Workstream. The Chief Investigator for each Research Workstream as at the Commencement Date is specified in item 9 of Schedule C.

## Role of the Lead Institution

### The Lead Institution enters into this Head Agreement with NBCF, and is responsible to NBCF in respect of the conduct of the Project as a whole, including any Research Workstreams which are undertaken by Collaborating Institutions or International Institutions.

### The Lead Institution:

#### will receive the Grant Funds from NBCF and must distribute the Grant Funds to itself, Collaborating Institutions and International Institutions as set out in the Budget;

#### must ensure the Co-Funding Contribution is distributed to itself, Collaborating Institutions and International Institutions as set out in the Budget;

#### has primary responsibility for conducting research under any Research Workstreams undertaken at the Lead Institution;

#### must ensure that each Collaborating Institution conducts the Research Workstreams undertaken at that Collaborating Institution in accordance with the applicable terms of this Head Agreement and any Collaborating Institution Agreement;

#### is responsible for the governance of the Project, including as set out in clause 10; and

#### is responsible for reporting to NBCF on the Project as a whole, including as set out in clause 13,

each in accordance with the terms of this Head Agreement and the Grant Application.

## Collaborating Institutions

### The Lead Chief Investigator at a Collaborating Institution is responsible for overseeing the delivery and reporting on all Research Workstreams undertaken at that Collaborating Institution. Where a Collaborating Institution is only participating in one Research Workstream, the Chief Investigator for that Research Workstream will be the Lead Chief Investigator for that Collaborating Institution. The Lead Chief Investigator for each Collaborating Institution as at the Commencement Date is set out in item 7 of Schedule C.

### The Lead Institution must enter into an agreement with each Collaborating Institution participating in the Project under which the Lead Institution subcontracts its obligations to undertake certain Research Workstream(s) forming part of the Project to the Collaborating Institution (**Collaborating Institution Agreement**).

### The Collaborating Institution Agreement must:

#### contain an acknowledgment by the Collaborating Institution that the terms of this Head Agreement apply to the conduct of the Project, including any Research Workstream undertaken by that Collaborating Institution and its Research Personnel (including its Lead Chief Investigator);

#### include details of the Research Workstream(s) undertaken by the Collaborating Institution, the budget for that Research Workstream(s), and terms relating to the payment of the applicable portion of the Grant Funds associated with that Research Workstream(s);

#### specify the Co-Funding Contribution and any other in-kind contributions to be provided to the Project by that Collaborating Institution;

#### specify the insurances required to be held by the Collaborating Institution in respect of the Research Workstreams to be undertaken at the Collaborating Institution;

#### require the Collaborating Institution to provide the relevant reports set out in clause 13, and such other information and reporting as may be reasonably requested by NBCF from time to time;

#### contains terms relating to Intellectual Property use and commercialisation and acknowledgements of NBCF support which are equivalent to clauses 18 and 24; and

#### otherwise contain terms to ensure the Lead Institution is able to discharge its obligations in respect of Collaborating Institutions under this Head Agreement.

## International Institutions

### NBCF acknowledges the value international collaboration offers to Australian research, and agrees that institutions without an Australian presence may be involved in a Research Workstream as an International Institution provided:

#### the research undertaken as part of the Project will be strengthened by the inclusion of that International Institution;

#### the research expertise proposed to be provided by the International Institution is not otherwise available in Australia;

#### either the Lead Institution or the Collaborating Institution undertaking the relevant Research Workstream enters into an agreement with the International Institution in respect of the research to be undertaken by the International Institution (**International Institution Agreement**); and

#### any Grant Funds paid to all International Institutions involved in the Project must not, in aggregate, exceed twenty percent (20%) of the Budget (comprising the Grant Funds and the Co-Funding Contribution only).

### The International Institution Agreement must:

#### be entered into prior to the International Institution undertaking any research, or receiving any Grant Funds;

#### include details of the research to be undertaken by, and any Grant Funds to be paid to, the International Institution;

#### specify if any funding or in-kind contribution will be provided by the International Institution;

#### require the International Institution to undertake the relevant research in accordance with either the NHMRC Approved Standards and Guidelines or other research policies, standards and guidelines that apply in the jurisdiction where that International Institution is located;

#### require the International Institution to provide sufficient information to enable the Lead Institution or Collaborating Institution (as applicable) to provide the Reports required under clause 13,

and otherwise facilitate the conduct of the Project and the relevant Research Workstream(s) in accordance with the terms of this Head Agreement.

### The Lead Institution must, or must procure that the relevant Collaborating Institution will, provide a copy of any International Institution Agreement to NBCF prior to execution, to enable NBCF to ascertain the form of International Institution Agreement complies with clause 3.4(b). The Lead Institution or relevant Collaborating Institution must redact any commercially sensitive data before providing to NBCF.

### On request by the Lead Institution, NBCF may consent to a waiver of the requirements in clause 3.4(b) in circumstances where:

#### the Lead Institution notifies NBCF in writing that an International Institution has declined to enter into an International Institution Agreement;

#### the Lead Institution or Collaborating Institution (as applicable) makes appropriate alternative arrangements to govern the International Institution’s participating in the Research Workstream(s), such as a letter of agreement; and

#### the Lead Institution procures the involvement of the International Institution in the Project is compliant with this Head Agreement.

### If any Grant Funds are to be paid or distributed to an International Institution, the Lead Institution must (and must procure the applicable Collaborating Institution engaging the International Institution (if any)), use reasonable endeavours to utilise the expertise contributed by the International Institution for the benefit of Australians affected by breast cancer.

### If the Lead Institution desires to add a new International Institution to a Research Workstream during the Term, the Lead Institution may submit a written request to NBCF (**New International Institution Proposal**) setting out:

#### the identity of the proposed new International Institution;

#### an explanation of the purpose of adding such new International Institution and its proposed role in the relevant Research Workstream and the Project as a whole;

#### any Grant Funds and Co-Funding Contribution proposed to be distributed to the new International Institution (which, for the avoidance of doubt must not, when aggregated with any Grant Funds and Co-Funding Contribution distributed to any other International Institution, exceed 20% of the Budget for the Project);

#### if any funding or in-kind contribution will be provided by the new International Institution;

#### a statement from the Governance Committee that it supports the addition of the new International Institution; and

#### an explanation of how the research or contribution of the new International Institution will benefit Australia and Australians with breast cancer.

### NBCF has complete discretion whether or not to accept the New International Institution Proposal. If NBCF accepts the New International Institution Proposal, or some variation of that proposal, NBCF will notify the Lead Institution of the terms accepted and, following such notice, Schedule C will be varied in accordance with such notice to reflect the terms accepted.

## Lead Institution responsibility

The Lead Institution acknowledges and agrees:

### it is solely responsible for ensuring each Collaborating Institution Agreement and International Institution Agreement comply with the requirements of this Head Agreement and enable the Lead Institution to perform its obligations under this Head Agreement;

### as between the Lead Institution and NBCF, the Lead Institution remains responsible to NBCF for any Research Workstream(s) conducted by a Collaborating Institution; and

### it will act reasonably and in good faith in all dealings with Collaborating Institutions, International Institutions and NBCF.

# Grant Conditions

### The Lead Institution acknowledges it is a condition of this Head Agreement that the Lead Institution will keep current at all times throughout the Term and provide to NBCF on request from time to time current versions of:

#### (**Collaborating Institution Agreements**) a Collaborating Institution Agreement validly executed by each Collaborating Institution;

#### (**International Institution Agreement**) an International Institution Agreement validly executed by each International Institution involved in the Project (unless NBCF has waived this requirement in accordance with clause 3.4(d));

#### (**Agreement with Principal Investigator**) an agreement validly executed by the Principal Investigator in relation to the conduct of the Project and performance of this Head Agreement, including the use of the Grant Funds, and in relation to Intellectual Property use and commercialisation obligations (which may be in the form of the Principal Investigator’s employment agreement with the Lead Institution, if it covers those issues);

#### (**Institutional Approvals**) copies of all relevant Institutional Approvals for the Lead Institution, Collaborating Institutions and International Institutions involved in the Project, and any other approvals required under clause 6;

#### (**Insurance**)evidence to NBCF’s reasonable satisfaction that the Lead Institution has, and all Collaborating Institutions have, obtained the insurance referred to in clause 18(a) of this Head Agreement; and

#### (**Governance Framework**) the Governance Framework required to be maintained by the Governance Committee pursuant to clause 10.3,

(the **Grant Conditions**).

### The Lead Institution must notify NBCF as soon as possible if it reasonably considers that the Grant Conditions are no longer satisfied or that they will not be satisfied (and at least within five Business Days from the date on which the Lead Institution forms that view, or they cease to be satisfied, whichever earlier), and NBCF may terminate the agreement by 10 Business Days’ notice to the Lead Institution under clause 21.

# Warranty that no support from the tobacco industry

### The Lead Institution warrants and agrees that at the time of entry into this Head Agreement and throughout the Term, neither the Lead Institution nor any Collaborating Institutions or International Institution, nor any Research Personnel, is or will be an applicant for, or a recipient of funds from, or an employee or an employer of an entity that is an applicant for or a recipient of funds from:

#### the tobacco industry;

#### The Smoking and Health Research Foundation of Australia;

#### The Australian Tobacco Research Foundation (ATRF);

#### Tobacco Institute of Australia (TIA);

#### The Foundation for a Smoke Free World; or

#### any organisation associated with the tobacco industry or deemed by NBCF, in writing to the Lead Institution, to be associated with the tobacco industry,

regardless of whether the funds are received directly or indirectly, including through a collaborator or where applicable, through a particular faculty or school of the Lead Institution, Collaborating Institution or International Institution, or by any other means, or whether for health-related research, projects or services (wherever in the institution or entity such research or projects may be undertaken or services provided or supported).

### NBCF may terminate this Head Agreement immediately by notice to the Lead Institution if the Lead Institution breaches its obligations under clause 5(a).

# Performance of the Project

The Lead Institution must:

### (**Ethics**):

#### have in place and comply with, and procure that Collaborating Institutions have in place and comply with, ethics approval processes that comply with the *National Statement on Ethical* *Conduct in Human Research (2023)* as amended from time to time;

#### ensure that all International Institutions have in place and comply with ethical approval processes applicable in the jurisdiction in which the International Institution is located;

#### for Projects involving research on human subjects, ensure that any Research Personnel based in Australia have access to a Human Research Ethics Committee that is registered with the National Health and Medical Research Council (**NHMRC**) and comply with, and procure that Collaborating Institutions comply with, all directions of such committee, including obtaining and complying with all ethical approvals required to conduct the Project;

### (**Compliance with Head Agreement**) perform, and procure that all Collaborating Institutions, Research Personnel and any other personnel or third parties involved in the Project, perform the Project in accordance with this Head Agreement, the applicable Collaborating Institution Agreement, the Guidelines, the Grant Application and all reasonable directions of NBCF;

### (**Compliance with Collaborating Institution Agreements**) procure that each Collaborating Institution complies with the terms of its Collaborating Institution Agreements;

### (**Compliance with Governance Framework**) perform, and procure that all Collaborating Institutions, Research Personnel, and any other personnel or third parties involved in the Project, perform the Project in accordance with the Governance Framework and any direction, instruction, requirement, request, policy or procedure of the Governance Lead, Governance Committee or, if applicable, the Governance Mentor;

### (**Term**) complete the Project within the Term;

### (**Expected or actual delay**) promptly notify NBCF in writing of any expected or actual delay or suspension of over 3 months in the progress of the Project;

### (**Laws, Ethics, standards and approvals**) perform, and procure that all Collaborating Institutions, Research Personnel and any other personnel or third parties involved in the Project, perform the Project (and each Research Workstream):

#### in accordance with all applicable Laws, including not engaging in any practice that is contrary to any industrial Law or any award or other industrial instrument made under or pursuant to such Laws;

#### with due care and skill;

#### to high professional, ethical and industry standards, including best practice standards for the conduct of research and good scientific practice, including all relevant NHMRC guidelines relating to good scientific practice and, where appropriate, research on human and animal subjects, and the guidelines, codes and statements of compliance set out in Part II of Schedule D;

#### in accordance with all relevant notifications, approvals, including any Institutional Approvals, or approvals required pursuant to clause 6(a); and

#### in accordance with the objectives of NBCF and the CRA, including as set out in the Guidelines, and any directions reasonably provided by NBCF to the Lead Institution from time to time;

### (**Expertise and ability to perform**) ensure that it, together with the Collaborating Institutions and International Institutions (if any), has the ability, expertise, staff, premises, laboratory equipment, machinery and other resources necessary to conduct the Project and perform its obligations in accordance with this Head Agreement;

### (**No other funding for research covered by the** **Project**) not accept, and procure that no Collaborating Institution, International Institution or Research Personnel accept, funding from a third party for a project or for research that duplicates any aspect of the Project or a Research Workstream; and

### (**Other funding for similar research**) notify NBCF at least 7 days prior to the Lead Institution, or any Collaborating Institution, International Institution, or Research Personnel, accepting funding from a third party for a project or research similar to any aspect of the Project or a Research Workstream. For the avoidance of doubt, this clause only applies if the third party funding is for a project which is similar to, but does not duplicate or overlap with any aspect of the Project or a Research Workstream. If the proposed project overlaps with, or duplicates, any aspect of the Project or a Research Workstream, the Lead Institution must comply with clause 6(i).

### (**Policies, procedures**) ensure that it and each Collaborating Institution has in place, apply and continue to apply in carrying out the Project (or relevant Research Workstream), policies and procedures for best practice in respect of:

#### the management of public funds, including the conduct of regular independent audits, including as required under clause 13 of this Head Agreement;

#### the management of Intellectual Property, in accordance with clause 18 of this Head Agreement and the NBCF IP Policy;

#### the conduct of research, including such policies and procedures as are required to comply with this Head Agreement; and

#### confidentiality and security measures, at least to a standard sufficient to comply with clause 27 of this Head Agreement and otherwise prevent unauthorised access to all locations at which any part of the Project will be carried out, to documents, including laboratory notebooks and other documentation, laptop computers and details of experiments and to protect all information technology, hardware and software associated with any part of the Project.

### (**ACNC External Conduct Standards**) if any Grant Funds will be distributed to an International Institution, the Lead Institution must follow NBCF’s reasonable directions and provide such information as requested by NBCF to enable NBCF to comply with its obligations under the applicable ACNC Governance Standards and the ACNC External Conduct Standards.

# CRA Funding

## Grant Funds

### The Grant Funds available for the Project will comprise eighty percent (80%) of the value of the Budget forming part of the Grant Application, up to a maximum amount of twenty million dollars ($20,000,000) over the Term.

### The Grant Funds available for the Project in any year of the Term will not exceed four million dollars $4,000,000.

### The Grant Funds will be paid by NBCF to the Lead Institution in instalments in accordance with clause 7.2 and item 6 of Schedule C.

## Payment of Grant Funds

### Subject to the Lead Institution complying with this Head Agreement, the Lead Institution may issue a tax invoice to NBCF for payment of the instalment of the Grant Funds, and on the dates, set out in item 6 of Schedule C (or such other date as NBCF notifies the Lead Institution from time to time). The Lead Institution must include in the tax invoice the relevant NBCF Grant Code for the Project as notified by NBCF to the Lead Institution.

### Subject to clauses 7.2(d), on NBCF’s receipt of a correctly rendered tax invoice in accordance with clause 7.2(a), NBCF will pay the applicable instalment of the Grant Funds, set out in item 6 of Schedule C, to the Lead Institution within the calendar month following the calendar month in which NBCF received that invoice.

### Except as set out in clause 7.2(b), NBCF is not obliged to make any payment in connection with the Project. NBCF is not obliged to make any further grant to the Lead Institution or otherwise in connection with the Project or any Research Workstream. For the avoidance of doubt, the parties agree that the grant of the Grant Funds the subject of this Head Agreement is non-renewable.

### NBCF may, at its discretion, withhold, defer, reduce or not make a payment of any part of the Grant Funds:

#### if the Lead Institution has not expended at least eighty percent (80%) any earlier payment of an instalment of the Grant Funds, unless and until the Lead Institution notifies NBCF that it has done so;

#### if a Collaborating Institution has not expended at least eighty percent (80%) any earlier payment of an instalment of the Grant Funds allocated and paid to it by the Lead Institution, unless and until the Lead Institution notifies NBCF that the relevant Collaborating Institution has done so;

#### if NBCF forms the reasonable opinion following discussion with the Lead Institution that the Lead Institution or a Collaborating Institution has expended Grant Funds other than in accordance with the Budget;

#### if NBCF forms the reasonable opinion following discussion with the Lead Institution that the full payment of the Grant Funds is not required to complete the Project; or

#### until the Lead Institution performs or complies with its obligations under this Head Agreement including financial reporting requirements as set out under clauses 12, 13 and 14, that are required to be completed up to the date when the applicable instalment of the Grant Funds is due to be paid, to NBCF’s reasonable satisfaction.

## Co-funding Contribution

### Payment of the Grant Funds by NBCF is conditional on the Lead Institution ensuring the Lead Institution and the Collaborating Institutions together contribute funds to the conduct of the Project which account for at least twenty percent (20%) of the Budget for the Project (**Co-Funding Contribution**).

### The Lead Institution must ensure that approximately twenty percent (20%) the Co-Funding Contribution is contributed each year of the Term, to support the Budget for the Project during that year.

### NBCF expects the Co-Funding Contribution to be utilised to directly support the Research Workstreams being undertaken as part of the Project. The Co-Funding Contribution cannot be used to offset overhead costs of the Lead Institution, Collaborating Institution or any International Institution.

### For the avoidance of doubt, the following contributions do not qualify for inclusion as part of the Co-Funding Contribution:

#### any in-kind contribution by the Lead Institution or any Collaborating Institution; or

#### any cash or in-kind contribution to the Project or a Research Workstream made by an International Institution.

# Use of Grant Funds

## Budget

### The Budget for the Project is set out in the Grant Application, and forms an integral part of this Head Agreement.

### The Budget must:

#### itemise the Grant Funds and Co-Funding Contribution (itemised by source) and any additional cash or in-kind contributions secured in relation to the Project;

#### specify the allocation of the Grant Funds and Co-Funding Contribution between:

##### the Lead Institution and each Collaborating Institution and International Institution; and

##### each Research Workstream; and

#### be prepared in accordance with the NBCF Grant Expenditure Guidelines.

### The Lead Institution is responsible for ensuring the Project is undertaken in accordance with the Budget.

## Use of Grant Funds

### The Lead Institution acknowledges and agrees that:

#### it must only use, and only permit Research Personnel and Collaborating Institutions involved in the Project to use, the Grant Funds for the purpose of performing the Project and direct costs associated with the Project and for no other purpose, project or research;

#### it must use and ensure Research Personnel and Collaborating Institutions involved in the Project use the Grant Funds in accordance with the NBCF Grant Expenditure Guidelines;

#### it must meet the normal overhead and operating expenses of the Lead Institution as required to support the Project and must not use any part of the Grant Funds to cover any overhead or operational costs, Excluded Employment Costs or other expenses of the Research Personnel or the Lead Institution, including any administration, project management or similar costs associated with the Lead Institution’s administration of the Project and the Grant Funds, entering into Collaborating Institution Agreements with Collaborating Institutions, overseeing reporting of the Project and procuring that Collaborating Institutions and International Institutions involved in the Project comply with this Head Agreement;

#### each Collaborating Institution and International Institution must meet its normal overhead and operating expenses and no part of the Grant Funds may be used to cover any overhead or operational costs of such Collaborating Institution or International Institution;

#### for the avoidance of doubt, NBCF is not responsible for any salary or other remuneration, employee on-costs or other entitlements or conditions of service under any Law or industrial instrument in relation to any Research Personnel (including the Principal Investigator, any Lead Chief Investigator and any Chief Investigator), except as explicitly included as part of the approved Budget specified in the Grant Application; and

#### the Lead Institution must pay and otherwise take responsibility for any Excluded Employment Costs and other entitlements or conditions of service payable or due to its Research Personnel, and procure each Collaborating Institution and International Institution takes responsibility for any Excluded Employment Costs and other entitlements or conditions of service payable or due in respect of their Research Personnel.

### The Lead Institution acknowledges and agrees that it is solely responsible for administration of the Grant Funds, including distribution of the Grant Funds to Research Personnel, and any Collaborating Institutions and International Institutions involved in the Project, and accepts full financial responsibility for the Grant Funds, and that NBCF has no obligation to pay any part of the Grant Funds to any Collaborating Institution or Research Personnel.

### Without limiting clause 8.2(b), NBCF agrees that Grant Funds allocated to an International Institution in the Budget may be paid either by the Lead Institution or the relevant Collaborating Institution engaging the International Institution.

# Refund of unused Grant Funds to NBCF

### If this Head Agreement is terminated before the Project is complete, or the Project is completed without the expenditure of the entire Grant Funds, the Lead Institution must:

#### notify NBCF of the amount of any surplus funds within 20 Business Days of termination or completion of the Project, including funds allocated to Collaborating Institutions and any International Institutions; and

#### return all remaining unexpended Grant Funds to NBCF within a further 20 Business Days of providing notice to NBCF under clause 9(a)(1).

### NBCF may, in its absolute discretion, negotiate with the Lead Institution or any Collaborating Institution in relation to the use of any of the Grant Funds referred to in clause 9(a) by the Lead Institution or any Collaborating Institution, in relation to further breast cancer research or projects by the Lead Institution or Collaborating Institution.

# Governance

## Governance Lead

### Promptly after the Commencement Date the Lead Institution must appoint, and notify to NBCF, an individual with demonstrated knowledge, skills, expertise, and experience in managing good research governance to:

#### oversee the Governance Committee;

#### ensure compliance with the reporting obligations set out at clauses 12, 13 and 14 of this Head Agreement; and

#### act as the primary contact for key correspondence with NBCF

#### (the **Governance Lead**).

### The Governance Lead may be the Principal Investigator.

### The Lead Institution may change the individual acting as the Governance Lead from time to time during the Term, provided the replacement individual meets the criteria to act as the Governance Lead and the Lead Institution provides at least 3 months’ prior notice to NBCF in advance of the change.

## Governance Committee

### The Lead Institution must establish a committee to oversee the activity and operation of the Project and ensure the integrity and performance of the research conducted under the Project (**Governance Committee**).

### The Lead Institution must work with each Collaborating Institution to establish the Governance Committee.

### The Governance Committee must comprise:

#### the Governance Lead;

#### at least one member from each Collaborating Institution (including at a minimum, the Lead Chief Investigator from each Collaborating Institution);

#### Early Career Researchers; and

#### at least one Consumer.

### The functions and processes of the Governance Committee must be transparent to the Lead Institution, all Collaborating Institutions, International Institutions and all Research Personnel.

## Governance Framework

### The Governance Committee must create a governance framework which will apply to the conduct of the Project (**Governance Framework**), including mechanisms to ensure:

#### research undertaken as part of the Project aligns with the goals of the Collaborative Research Accelerator, as set out in the Grant Application and the Guidelines;

#### responsibilities and accountabilities of the Lead Institution, Collaborating Institutions and Research Personnel are agreed, understood, enacted and maintained;

#### all contributors to the Project are committed to self-regulation to preserve the integrity of the research;

#### risks are documented, mitigated, managed and reported, appropriate to the types of research undertaken in each Research Workstream and the Project as a whole;

#### the rights and reputations of Research Personnel and research participants are respected;

#### conflicts of interests are declared, managed and reported; and

#### the research complies with the NHMRC Approved Standards and Guidelines and any applicable Institutional Approvals;

#### research governance activities are monitored and evaluated, and the Governance Framework is modified as appropriate; and

#### the outcomes of research conducted under the Project as communicated responsibly.

### The Governance Committee must also establish processes by which Collaborating Institutions or Research Personnel can report any concerns about the Project, including the conduct of any Research Workstream or the Lead Institution’s governance of the Project, to the Governance Committee, and, if the Collaborating Institution is unsatisfied with the Governance Committee’s response, to NBCF directly.

### The Governance Committee is responsible for overseeing the implementation of, and compliance with, the Governance Framework.

## Additional governance processes

### Notwithstanding the existence of the Governance Committee and the Governance Framework, the Lead Institution and NBCF acknowledge and agree that each Collaborating Institution will remain responsible for:

#### authorising the commencement of research being undertaken at that Collaborating Institution; and

#### establishing and maintaining appropriate governance for the research activity being undertaken at that Collaborating Institution.

### Each Collaborating Institution should develop and maintain its own governance framework outlining the way its Research Personnel and any other persons involved in the relevant Research Workstreams being undertaken at that Collaborating Institution, share responsibility and accountability for the conduct of such research according to appropriate regulatory, ethical and scientific standards in alignment with the relevant Collaborating Institution’s own organisational policies and processes.

## NBCF oversight

### NBCF will regularly review the integrity and performance of the Project, including as set out in clause 13, and the Lead Institution must ensure the Governance Committee and the Governance Lead reasonably participate in such reviews and reporting.

### If at any time during the Term NBCF, acting reasonably, considers:

#### the Governance Lead appointed by the Lead Institution is unable to fulfil their obligations under clause 10.1(a);

#### the governance processes implemented by the Lead Institution, including the function of the Governance Committee, are unsatisfactory, and such circumstance has not been resolved within 30 days after the matter was brought to the attention of the Lead Institution; or

#### the Lead Institution has failed, or is likely to fail, to comply with any of its reporting obligations under this Head Agreement, including as set out in clauses 12, 13 and 14,

### then without limiting NBCF’s other rights and remedies under this Head Agreement, NBCF may select and appoint an external mentor to supervise the Governance Committee’s governance of the Project (**Governance Mentor**).

### The role of the Governance Mentor is to provide non-binding advice and guidance to the Governance Lead and the Governance Committee. Neither the Governance Mentor, nor NBCF by virtue of the appointment of the Governance Mentor, are or become responsible for the conduct of any research conducted as part of the Project.

# Personnel

## Principal Investigator

### The Lead Institution warrants and must ensure that the Principal Investigator:

#### is an Australian citizen or has resident status and resides in Australia throughout the period in which the Project is being undertaken;

#### is actively and currently engaged in research in Australia;

#### has the skills, knowledge, and resources necessary to manage the Project;

#### actively manages the Project in accordance with this Head Agreement, the Guidelines and the Grant Application;

#### is employed, or engaged in relation to the Project, by the Lead Institution and will remain so employed or engaged during the course of the Project; and

#### complies with the obligations of the Lead Institution under this Head Agreement.

### The Lead Institution must, at NBCF’s request, provide NBCF with evidence of the Principal Investigator’s skills, knowledge, and resources referred to in clause 11.1(a)(3), including details of its previous management of grant funds in the context of projects similar to the Project. The Lead Institution must provide such evidence within a reasonable time frame following NBCF’s request.

### The Lead Institution acknowledges and agrees that:

#### the Grant Funds are for the conduct of the Project by the Principal Investigator and the Research Personnel;

#### if the Principal Investigator moves to any institution other than the Lead Institution, or intends to move to any such institution:

##### responsibility for conduct of the Project and administration of the Grant Funds will not be transferred by NBCF to that other institution; and

##### the Lead Institution must appoint a replacement Principal Investigator that satisfies the requirements in clause 11.1(a); and

##### the Lead Institution must comply with the requirements of clause 11.1(b) in respect of the replacement Principal Investigator;

### The Lead Institution must not remove the Principal Investigator from the Project without NBCF’s prior written consent, which may be withheld at NBCF’s absolute discretion.

### The Lead Institution agrees to ensure the Principal Investigator and any other Chief Investigators engaged by the Lead Institution will:

#### if requested by NBCF, join a peer review committee hosted by NBCF in relation to research funding and participate in assessing and scoring applications for NBCF funding grants and other activities from time to time, as reasonably requested by the peer review committee and NBCF; and

#### provide presentations, tours and host meetings with NBCF Donors as reasonably requested by NBCF from time to time.

## Lead Chief Investigators and Chief Investigators

### The Lead Institution must ensure that each Lead Chief Investigator and Chief Investigator:

#### are Australian citizens or have resident status and reside in Australia throughout the period in which the relevant Research Workstreams are being undertaken by the Collaborating Institution;

#### are actively and currently engaged in research in Australia;

#### have the skills, knowledge, and resources necessary to manage the applicable Research Workstreams undertaken by the Collaborating Institution;

#### actively manage the applicable Research Workstreams undertaken by the Collaborating Institution in accordance with this Head Agreement, the Guidelines, the Grant Application and the applicable Collaborating Institution Agreement.

### The Lead Institution must, at NBCF’s request, provide (or procure the Collaborating Institution provides) NBCF with evidence of each Lead Chief Investigator’s skills, knowledge, and resources referred to in clause 11.2(a). The Lead Institution must provide such evidence within a reasonable time frame following NBCF’s request.

### The Lead Institution acknowledge and agrees that:

#### the Grant Funds allocated to a Research Workstream are for the conduct of that Research Workstream by the relevant Chief Investigator and the applicable Research Personnel;

#### if the Chief Investigator for a Research Workstream(s) moves to another institution, or intends to move to another institution, either the Lead Institution or the relevant Collaborating Institution may request that the conduct of that Research Workstream(s) be transferred to the alternative institution; and

#### NBCF may, in its absolute discretion, and following the process set out in clause 11.3(a), consent to the transfer the conduct of the relevant Research Workstream(s) to the alternative institution requested by the Chief Investigator; and

### For the avoidance of doubt, clause 11.2(c) does not apply to the Principal Investigator in that person’s role as the Principal Investigator for the Project. However, if:

#### the Principal Investigator is the Chief Investigator for any Research Workstream(s); and

#### the Lead Institution is conducting other Research Workstream(s) under the supervision of a different Chief Investigator,

#### then clauses 11.2(c)(2) and 11.2(c)(3) will apply in respect of any request by the Lead Institution to transfer the Research Workstream(s) (and only those Research Workstream(s)) conducted under the supervision of the Principal Investigator to another institution.

### Notwithstanding clause 11.2(c), if a Collaborating Institution is conducting more than one Research Workstream, NCBF acknowledges and agrees that Collaborating Institution may replace the person acting as the Lead Chief Investigator for that Collaborating Institution with an alternative Chief Investigator from that Collaborating Institution, on at least 3 months prior written notice to NBCF.

### The Lead Institution must ensure that no Collaborating Institution removes a Chief Investigator from the Project without NBCF’s prior written consent, which may be withheld at NBCF’s absolute discretion.

### The Lead Institution must procure each Collaborating Institution agrees to ensure its Lead Chief Investigator and any other Chief Investigators will:

#### if requested by NBCF, join a peer review committee hosted by NBCF in relation to research funding and participate in assessing and scoring applications for NBCF funding grants and other activities from time to time, as reasonably requested by the peer review committee and NBCF; and

#### provide presentations, tours and host meetings with NBCF Donors as reasonably requested by NBCF from time to time.

## Co-Investigators and Associate Investigators

The Lead Institution may, at any time during the Term, request a change to any Co-Investigator or Associate Investigator by following the change request process set out in clause 17.

## Transfer of Research Workstream

### Following receipt by NBCF of a request from the Lead Institution or Collaborating Institution (as applicable), as described in clause 11.2(c)(2), NBCF will discuss the request with the Principal Investigator, the relevant Chief Investigator, the Lead Institution and the relevant Collaborating Institution before determining, in its absolute discretion, whether to transfer the conduct of the applicable Research Workstream(s) to the alternative institution (**New Collaborating Institution**).

### NBCF must notify the Lead Institution of its decision whether or not to allow the transfer of the Research Workstream.

### On receipt by the Lead Institution of notice from NBCF that the Research Workstream is transferred to the New Collaborating Institution, the Lead Institution:

#### must enter into a Collaborating Institution Agreement with that alternative institution (unless the alternative institution is the Lead Institution or an existing Collaborating Institution); and

#### the Lead Institution must provide, or procure the relevant Collaborating Institution provides, NBCF with any reports requested in connection with the transfer, including a report containing an acquittal of the Grant Funds paid to the Lead Institution in respect of that Research Workstream and any amounts not expended by the Lead Institution or the relevant Collaborating Institution.

## Research Personnel

### The Lead Institution must:

#### use all reasonable efforts to ensure that the Principal Investigator, each Lead Chief Investigator and Chief Investigator, and all other Research Personnel involved in the Project are available to conduct the Project during the Term;

#### ensure at least 50% of the Co-Investigators nominated in the Grant Application are Australian citizens or have resident status and reside in Australia throughout the period the Research Workstreams in which they are involved are being undertaken by the relevant Collaborating Institution

#### promptly notify NBCF if the Principal Investigator, any Lead Chief Investigator or Chief Investigator, or any other Research Personnel involved in the Project become unavailable to conduct the Project during the Term and use all reasonable efforts (or ensure the relevant Collaborating Institution uses all reasonable efforts) to replace any such person with a suitable candidate with the expertise required to undertake tasks and complete the Project or Research Workstream (as applicable) approved in writing by NBCF within 20 Business Days of such notification.

## Replacement of Research Personnel

### If NBCF has reasonable grounds to believe that any person (whether the Principal Investigator, a Lead Chief Investigator or Chief Investigator, or any other Research Personnel) (**Identified** **Person**) involved in the conduct of the Projectis not performing their part of the Project or is harming or negatively impacting the conduct of the Project, NBCF may notify the Lead Institution. Upon such notification, the Lead Institution and NBCF must discuss in good faith the changes needed to address NBCF’s concerns.

### **If, after 20** **Business Days from** the **Lead Institution’s receipt of the** **notice in clause 11.5(a), NBCF gives a further** **notice to** the Lead Institution **that its concerns with the** **Identified Person have not been resolved to** **NBCF’s reasonable satisfaction,** the Lead Institution must take (or procure the applicable Collaborating Institution take) immediate steps to remove that person from the Project and provide an alternate person acceptable to **NBCF** in a way which minimises interruption to the Project.

## Replacement of Collaborating Institutions

### NBCF may notify the Lead Institution requiring that any Collaborating Institution or International Institution involved in the Project be removed from the Project if such Collaborating Institution or International Institution does any act or makes any omission which causes a breach of this Head Agreement, and such breach is not capable of remedy, or that Collaborating Institution or International Institution does not remedy such breach within 60 Business Days of receipt of notice from the Lead Institution or NBCF requiring such breach to be remedied. If NBCF gives such notice, the Lead Institution must remove that Collaborating Institution or International Institution from the Project.

### If a Collaborating Institution or International Institution is removed from the Project, the Lead Institution acknowledges and agrees that from the date of such removal or termination (**Relevant Date**) the Lead Institution is responsible and liable, including under the indemnity in clause 19(g) of this Head Agreement, for the Research Workstreams and any other part of the Project for which that Collaborating Institution or International Institution was responsible or liable up to and including the Relevant Date.

### If, after the Relevant Date the responsibilities of the relevant Collaborating Institution or International Institution referred to in clause 11.6(b) are transferred to a new Collaborating Institution or International Institution, the Lead Institution must promptly:

#### notify NBCF of that change;

#### notify each other Collaborating Institution of that change; and

#### execute any further documents required by NBCF from time to time to amend this Head Agreement to reflect that change.

### If, after the Relevant Date, the responsibilities of the Collaborating Institution or International Institution referred to in clause 11.6(b) are transferred to an existing Collaborating Institution or International Institution or the Lead Institution, the Lead Institution must promptly:

#### notify NBCF of that change;

#### notify each other Collaborating Institution of that change; and

#### execute any further documents required by NBCF from time to time to amend this Head Agreement to reflect that change.

## Responsibility for Research Personnel

### Each of the Lead Institution, any Collaborating Institutions, any International Institutions, and all Research Personnel involved in the Project are independent contractors, and nothing in this Head Agreement will operate to create an employment or agency relationship between:

#### NBCF and the Lead Institution;

#### NBCF and any Collaborating Institutions or International Institution; or

#### NBCF and any Research Personnel, (including the Principal Investigator, each Lead Chief Investigator and Chief Investigator and any Co-Investigators and Associate Investigators).

### Without limitation, NBCF is not responsible to the Lead Institution, any Collaborating Institution, any International Institution or any Research Personnel for remuneration, annual leave, sick leave, long service leave, public holidays, redundancy payments, superannuation, employment-related taxes or any other similar benefits and payments under any Law or industrial instrument of any jurisdiction.

# Accounts and Records

### In conducting the Project, the Lead Institution must keep and maintain, and procure that each Collaborating Institution keeps and maintains, complete, accurate and proper accounts and records, including financial accounts and records, in relation to:

#### the use of the Grant Funds;

#### the conduct of the Project; and

#### all Intellectual Property created in the course of the Project and any Background IP used in the Project.

### The financial accounts and records must be sufficient:

#### to enable NBCF to identify all expenditure of the Grant Funds;

#### for the preparation of financial statements in accordance with Australian Accounting Standards; and

#### for the audit of those accounts and records in accordance with Australian Auditing Standards and generally accepted auditing practice.

### The Lead Institution must provide copies of such accounts and records to NBCF, or NBCF’s auditors, at NBCF’s request.

### NBCF reserves the right to audit, or to appoint an independent third party to audit, the financial accounts and records related to the Project, the Grant Funds or an individual Research Workstream. The Lead Institution must, and must procure that each Collaborating Institution cooperates with and assists NBCF in any review or other evaluation that NBCF undertakes in respect of the Grant Funds and the accounts and records referred to in clause 12(a).

# Reporting

## Progress Reports

### The Lead Institution must in good faith prepare and provide to NBCF the **Progress Reports**, being:

#### annual progress reports detailing the progress of the Project in the 12 month period (or part thereof) preceding the annual progress report in each year of the Term;

#### a final report at the end of the Term (**Final Progress Report**); and

#### a follow-up report after the end of the Term (**Follow-up Report**),

each on the applicable date set out in item 10 of Schedule C (or such other date as NBCF notifies the Lead Institution from time to time).

### Each Progress Report must contain accurate and complete information on:

#### conduct of the Project, including detail in relation to each Research Workstream;

#### progress in achieving the objectives of the Project and each Research Workstream as described in Schedule C to this Head Agreement and the Grant Application, including progress in achieving the Milestones, any delays or anticipated delays and their projected impact on the Project or individual Research Workstream;

#### any positive or negative findings from the research conducted under the Project or a Research Workstream, and any media-worthy findings;

#### any technical problems encountered by the Lead Institution, any Collaborating Institution or International Institution, or any Research Personnel involved in the Project in relation to the Project (or a Research Workstream) and progress in resolving those problems;

#### the status of the Grant Conditions set out in clause 4 of this Head Agreement including the status of all relevant Institutional Approvals;

#### the governance measures and activities set out in clause 10 of this Head Agreement;

#### the integrity, cohesiveness and quality of collaboration or planned collaboration between the Lead Institution and any Collaborating Institutions and International Institutions undertaken in connection with the Project; and

#### any other matters reasonably requested by NBCF.

### The Lead Institution must ensure that it obtains sufficient reporting, data and other information from each Collaborating Institution to enable the Lead Institution to provide the Progress Reports to NBCF in respect of the Research Workstream(s) and other aspect of the Project conducted by each Collaborating Institution and International Institution.

## Progress Evaluation

### NBCF will conduct an evaluation of the progress of the Project at the following times:

#### 30 months after the Commencement Date;

#### at the end of year 4 of the Term,

(each a **Progress Evaluation**)

### The form of Progress Evaluation will be determined by NBCF, acting reasonably, and may include in-person presentations and interviews with Research Personnel in relation to:

#### key findings made in each Research Workstream and the Project as a whole;

#### progress in achieving the objectives of the Project as described in Schedule C and the Grant Application, including progress in achieving the Milestones; and

#### any other matters which NBCF requests be covered.

## Financial Reports

### The Lead Institution must in good faith prepare and provide to NBCF an **Annual Financial Report**, prepared by an independent auditor in accordance with Australian Accounting Standardsor such other standards as NBCF approves in writing from time to time and containing accurate and complete information relating to theperiod from the Commencement Dateto the date the initial Annual Financial Report is required, as set out in item 10 of Schedule C, and on each further date set out in item 10 of Schedule C (or for such other period as NBCF notifies the Lead Institution from time to time).

### Each Annual Financial Report must include:

#### a financial statement in a form to be stipulated by NBCF, specifying the total amount of the Grant Funds received by the Lead Institution and expended by the Lead Institution or any Collaborating Institution or International Institution;

#### a financial statement specifying the total amount of Co-Funding Contribution contributed by the Lead Institution and each Collaborating Institution and expended by the Lead Institution or any Collaborating Institution or International Institution;

#### a certification by the Chief Financial Officer of the Lead Institution or their delegate that the Grant Funds and Co-Funding Contribution were expended in accordance with this Head Agreement; and

#### the amount of funding received by the Lead Institution, any Collaborating Institutions or International Institutions or any Research Personnel from third parties in relation to the Project (or a Research Workstream), where such funding is specified as part of the Budget;

### The Lead Institution must in good faith prepare and provide to NBCF an **Audited Financial Statement**, prepared by an independent auditor in compliance with Australian Auditing Standardsor such other standards as NBCF approves in writing from time to time and generally accepted auditing practices and containing accurate and complete information, for theentire period up to and including the earlier of theend of theTerm and the completion of the Project and provided to NBCF on the date set out in item 10 of Schedule C (or such other date as NBCF notifies the Lead Institution from time to time).

### The Audited Financial Statement must include:

#### a detailed statement of receipts and expenditure in respect of the Grant Funds received by the Lead Institution and expended by the Lead Institution and any Collaborating Institution or International Institution for the Project;

#### a detailed statement of receipts and expenditure in respect of the Co-Funding Contribution contributed by the Lead Institution and any Collaborating Institution, and expended by the Lead Institution and any Collaborating Institution or International Institution;

#### a definitive statement as to whether the financial accounts are complete and accurate; and

#### a statement of the balance of the Lead Institution’s bank account/ ledger relating to the Project.

### The Lead Institution must ensure that it obtains sufficient financial reporting data and other information and materials from each Collaborating Institution to enable the Lead Institution to provide the Annual Financial Reports and Audited Financial Statement to NBCF in respect of the Grant Funds, Co-Funding Contribution and any other funds received and expended by each Collaborating Institution and International Institution in relation to the Project and each Research Workstream undertaken by the Collaborating Institution.

### Without limiting clause 13.3(e), the Lead Institution acknowledges that NBCF may request the Lead Institution provide information and data in relation to any Grant Funds distributed to an International Institution, including to enable NBCF to comply with its obligations under the ACNC External Conduct Standards.

## Any other reports

The Lead Institution must in good faith prepare and provide to NBCF any other report, and any of the reports set out above at any other time, as reasonably requested by NBCF from time to time.

## Conduct of reporting

### The Lead Institution must provide the Reports to NBCF:

#### both electronically and in hard copy;

#### in the NBCF report templates (available from the NBCF website); and

#### on or before the dates set out in item 10 of Schedule C (or as otherwise notified by NBCF from time to time);

#### or in such other form, by such other form of delivery or on such other dates as NBCF notifies the Lead Institution from time to time.

### If, pursuant to clauses 13.3(a) and 13.3(c), NBCF accepts an Annual Financial Report or Audited Financial Statement from the Lead Institution which is audited by an independent internal, rather than independent external, auditor, the Lead Institution must, on request by NBCF, and at the Lead Institution’s expense, have such Reports verified to NBCF’s reasonable satisfaction by an independent and external auditor.

### The Lead Institution warrants and represents that all Reports provided under this clause 13 and audited by an independent internal auditor of the Lead Institution or Collaborating Institution were prepared in accordance with all applicable accounting standards, including the International Standards for the Professional Practice of Internal Auditing.

# Failure to submit Reports or satisfactory Reports

### Without limiting NBCF’s rights or remedies under this Head Agreement, if NBCF rejects a Report, which it may do in its reasonable discretion, NBCF:

#### will provide reasons for the rejection of the Report;

#### will invite the Lead Institution to resubmit the Report, within a time frame reasonably specified by NBCF, taking into consideration any comments provided by NBCF (**Replacement Report**); and

#### may suspend payment of the Grant Funds until NBCF receives a Replacement Report and indicates to the Lead Institution that such Report is acceptable to NBCF.

### If NBCF rejects a Report under clause 14(a)(1) for reasons relating to inaccurate financial information, use of the Grant Funds or misappropriation of the approved Budget, NBCF may, at its discretion, withhold, defer, reduce or not make a payment of any part of the Grant Funds in accordance with clause 7.2(d).

# Access

### (**Progress of Project**) Upon reasonable request by NBCF:

#### during the Term; and

#### for 2 years from the earlier of theend of theTerm or the completion of the Project,

the Lead Institution must grant, and must procure that each Collaborating Institution grants, NBCF and NBCF’s representatives access to the Premises for the purposes of assessing the progress of the Project (or the relevant Research Workstream).

### (**Promotion**) With the Lead Institution’s consent, which must not be unreasonably withheld, NBCF’s representatives and third parties, including NBCF Donors, may access the Premises of the Lead Institution for NBCF’s promotional and fundraising purposes. The Lead Institution agrees that it will not arrange private visits for NBCF Donors and supporters without NBCF’s prior knowledge and consent, and that an NBCF representative may participate in any access visit arranged for an NBCF Donor.

### The Lead Institution undertakes to use all reasonable efforts to ensure that Research Personnel support donor relations where a donor or corporate sponsor of NBCF may wish to align their donation to the Project or a specific Research Workstream, by providing (or procuring the relevant Collaborating Institution provides) presentations, tours or hosting meetings as required by NBCF.

# Non-solicitation of NBCF donors and supporters

### The Lead Institution acknowledges and agrees that NBCF expends time and resources in selecting appropriate projects to fund, including to build its reputation with donors as a charitable foundation that selects world class research to fund to work towards its vision of zero deaths from breast cancer.

### The Lead Institution agrees not to, and to ensure that Collaborating Institutions and Research Personnel do not, solicit additional or further funding directly from any NBCF Donor. This clause 16(b) does not apply in respect of any NBCF Donor with whom the Lead Institution or relevant Collaborating Institution has a pre-existing relationship before that NBCF Donor is introduced to the Lead Institution or Collaborating Institution by NBCF.

### The Lead Institution must:

#### notify NBCF as soon as practicable if the Lead Institution or any Collaborating Institution or Research Personnel involved in the Project are approached by a NBCF Donor with any additional funding opportunities in relation to breast cancer research; and

#### decline, and ensure the Collaborating Institution or Research Personnel (as applicable) declines, to receive such funding from such NBCF Donor unless it is provided through NBCF.

### The Lead Institution agrees to use its best endeavours to ensure that neither it nor any Collaborating Institution or Research Personnel involved in the Project engage in any conduct or make any statement which brings the good name and reputation of NBCF into disrepute, including:

#### making disparaging comments about NBCF’s funding commitments to the Project being limited to the Grant Funds, or NBCF’s decision not to provide additional funds to the Project;

#### making disparaging comments about NBCF’s decisions to fund (or not fund) other projects, including projects conducted by the Lead Institution, Collaborating Institutions or Research Personnel; and

#### making any other disparaging or inaccurate comments or remarks regarding NBCF funding decisions or sources of funding.

### NBCF may terminate this Head Agreement immediately by notice to the Lead Institution if the Lead Institution breaches its obligations under this clause 16 and at its absolute discretion may require that the Lead Institution refund to NBCF all amounts of the Grant Funds already paid to the Lead Institution that have not been expended, or, subject to clause 22(c), not reasonably and irrevocably committed to expend, in performance of the Project as at the date of termination of this Head Agreement.

# Changes to Project

### Subject to this clause17, the Lead Institution must not change, amend or modify the Project without NBCF’s prior written consent.

### Each of NBCF and the Lead Institution may, at any time, request a change to the Project (other than a request to change the Principal Investigator or a Chief Investigator, which must be addressed in accordance with clause 11.1 or 11.2, as applicable) (**Change**). The Lead Institution must not make a request for a Change to NBCF unless the Lead Institution has first consulted in good faith with any Collaborating Institution affected by the proposed Change.

### If the Lead Institution requests a Change, it must provide to NBCF such information as is reasonably necessary for NBCF to assess the request for Change, including:

#### the reasons behind the request;

#### evidence the Lead Institution has consulted with any Collaborating Institution affected by the proposed Change;

#### the anticipated impact on the Project, including whether any additional or lesser time or resources will reasonably be required to implement the Change, and any proposed new completion date;

#### any funds reasonably required to implement the Change and any consequential impacts on the Budget; and

#### any details of the Change or implications of the Change as NBCF reasonably requests;

(**Change Request Notice**).

### Any Change Request Notice must be submitted at least 60 days prior to the date the Change is proposed to take effect.

### For the avoidance of doubt, the parties must continue to perform their respective obligations in relation to the Project, as they existed prior to the Change being proposed, up until any such Change is accepted.

### No Change can take effect until NBCF agrees in writing to the Change. If NBCF does not agree to implement a Change, the parties must continue to perform their respective obligations in relation to the Project without such Change.

### For the avoidance of doubt, the process in clauses 17(b) to (f) above applies if the Lead Institution desires to add any new Research Workstream and associated Chief Investigator to the Project. Any such proposed new Research Workstream must either:

#### aligns with the goals of the Collaborative Research Accelerator; or

#### incorporate into the Project such additional expertise as is required to address the relevant research questions the subject of the Project, as determined by the Governance Committee, acting reasonably.

### NBCF will not unreasonably withhold its consent to any new Research Workstream which meets the requirements of clause 17(g) and is proposed to be funded using the approved Budget.

# Intellectual Property

### (**Ownership of Intellectual Property**) The parties agree that as between the Lead Institution and NBCF:

#### the Lead Institution (and relevant Collaborating Institutions and International Institutions) own their respective Background IP and the Lead Institution is responsible for ensuring that it has the rights necessary to conduct the Project with the Collaborating Institutions and International Institutions and otherwise comply with the terms of this Head Agreement; and

#### subject to the terms of any agreement(s) between the Lead Institution and Collaborating Institutions and International Institutions, the Lead Institution owns the Project IP.

### The Lead Institution acknowledges and agrees that, as a publicly funded body, NBCF funds the Project with the intention that where Project IP has potential commercial application (**Commercial IP**), that Commercial IP will be developed and made accessible to the public, and for the benefit of public health, at a reasonable cost and not in a manner which is unduly restrictive or prevents further research and development towards the treatment of, or a cure for, breast cancer. NBCF agrees that this consideration does not apply to any Background IP. Accordingly, in consideration of NBCF providing the Grant Funds, the Lead Institution will:

#### notify and keep NBCF informed on a regular basis, and in any event, no later than 20 Business Days after any such notification is required, of any potential commercialisation of the Commercial IP, including any steps towards commercialisation, or negotiating an agreement with a third party for such commercialisation, and providing at least 20 Business Days advance notice of any planned launch of a product or process in connection with the commercialising of Commercial IP;

#### commercialise, and procure that any Commercialisation Entity commercialises, any Commercial IP, including in a manner consistent with the objectives of the CRA, including as set out in the Guidelines and the Grant Application, and ensure that the Commercial IP is commercialised for the public benefit and is made accessible to the public at a reasonable cost;

#### as between NBCF on one side and each of the parties that own the Commercial IP on the other, pay all Commercialisation Costs; and

#### pay to NBCF, or ensure that NBCF is paid, 10% of all Net Revenue until such time as NBCF has received an amount equal to 25% of the amount of the Grant Funds (**Repayment Amount**).

#### On each 1 January during and after the Term (**Adjustment Date**), the Repayment Amount will be adjusted using the following formula:

*New* *Repayment Amount =* *Repayment Amount immediately before the* *Adjustment Date*

where:

a is the CPI last published prior to the Adjustment Date; and

b is the CPI last published prior to:

i) the previous Adjustment Date; or

ii) if the previous Adjustment Date is the first Adjustment Date, the Commencement Date.

### For the avoidance of doubt:

#### for the purpose of clause 18(b)(4), the amount of the Grant Funds excludes any Co-Funding Contributions; and

#### the obligation in clause 18(b)(4) applies to the Lead Institution irrespective of how the distribution of Net Revenue is structured between the Lead Institution and any Commercialisation Entity, Collaborating Institution or International Institution.

### On request by NBCF, the Lead Institution must negotiate with NBCF in good faith in relation to the Lead Institution, and any relevant Commercialisation Entity, entering into an agreement to ensure that the agreement is on the terms of this clause 18 and such other terms as NBCF reasonably requires, including the terms of any relevant commercialisation model, and the parties have all rights necessary to enter into such an agreement.

### The Lead Institution acknowledges and agrees that the obligations in this clause 18 continue after the Term and that in consideration of NBCF providing the Grant Funds, NBCF may benefit from the commercialisation of Commercial IP.

# Insurance

### The Lead Institution must effect and maintain, at the Lead Institution’s sole cost and expense, during the Term and, subject to sub-clause 19(e), for 6 years following the Term, valid and enforceable insurance. This insurance must provide adequate and appropriate cover against the risk of legal liability to any person arising in connection with this Head Agreement, the performance of the Project or the subject matter of the Project, including, as appropriate, public liability, worker’s compensation and professional indemnity insurance, and any other insurance required, including by Law, to be effected and maintained in connection with this Head Agreement, the performance of the Project or the subject matter of the Project.

### The Lead Institution must ensure that any insurance required under clause 19(a):

#### is placed with a reputable insurer authorised to conduct insurance business in Australia by the Australian Prudential Regulation Authority, which has a financial strength rating of A- or better by Standard & Poor’s or the equivalent index in relation to other rating agencies; and

#### is placed with minimum limits of $20,000,000 per event, occurrence or claim as appropriate.

### The Lead Institution may, with NBCF’s prior written approval which must not be unreasonably withheld, obtain equivalent protection, including liability protection, as a substitute for the insurance protection required to be obtained by the Lead Institution under clause 19(a). Subject to NBCF’s approval of such protection, the obligations on the Lead Institution set out in this clause 18(a) apply to that equivalent protection as if it were insurance, including as to enforceability, adequacy and currency.

### Without limiting the Lead Institution’s obligations under this clause 18(a) to maintain adequate insurance for a specified time period, in the event of the expiry or proposed amendment or cancellation of any of the insurance policies required under this clause 18(a) by either the Lead Institution or the relevant insurer, the Lead Institution must provide notice of such cancellation to NBCF as soon as reasonably practicable, but not less than 30 days prior to the expiry, cancellation or amendment date.

### The Lead Institution may comply with its obligation to maintain the required insurances for a period of 6 years after the Term either by obtaining occurrence-based insurance for the Term or obtaining appropriate run-off insurance which covers a period of 6 years after the Term. If insurance effected and maintained during the Term is not renewed on an annual basis, the Lead Institution shall reinstate the limit of such insurance if it is exhausted.

### On request by NBCF from time to time, the Lead Institution must provide to NBCF evidence of the currency of the insurance policies or such equivalent protection referred to in clause 19(a) including, as requested, an original certificate of currency for the policies of insurance referred to in clause 19(a) and receipts for the premium last paid.

### The Lead Institution must procure that each Collaborating Institution effects and maintains valid and enforceable insurance that complies with the requirements of this clause 18(a) as they apply to the Lead Institution, except that the insurance coverage need only apply in respect of the Research Workstreams undertaken by that Collaborating Institution.

### If the Lead Institution fails to comply with any of its obligations under this clause 18(a), the Lead Institution acknowledges and agrees that NBCF may itself effect and maintain such insurances and may recover from the Lead Institution the amount of any premiums paid to so.

# Indemnity

### The Lead Institution indemnifies NBCF against all damage, expense, loss or liability suffered or incurred by NBCF, its officers, employees and agents in connection with:

#### any breach or negligence by the Lead Institution, any Collaborating Institution or any of their Research Personnel in connection with this Head Agreement or the Project, including a failure by the Lead Institution to ensure that any Collaborating Institution or any Research Personnel comply with this Head Agreement or perform the Project; and

#### any third party claim relating to the Project or any part of the Project, including its conduct or outcome or that use by the Lead Institution, any Collaborating Institution, any International Institution and any Research Personnel, of any Background IP or Project IP or the conduct of the Project or Research Workstream, or any part of the Project of a Research Workstream, infringes a third party’s rights, including any Intellectual Property rights, right of confidentiality or moral rights.

### The Lead Institution’s liability to indemnify NBCF under clause 20(a) will reduce proportionally to the extent that any damage, expense, loss or liability suffered or incurred by NBCF, its officers, employees and agents was caused by a breach of this Head Agreement, or negligence in connection with this Head Agreement or the Project, by NBCF, its officers, employees or agents.

# Termination

### NBCF may terminate this Head Agreement on 10 Business Days’ notice to the Lead Institution if:

#### the Lead Institution breaches this Head Agreement (including by failing to ensure that each Collaborating Institutions and all Research Personnel comply with this Head Agreement) and such breach is incapable of remedy or is not remedied by the Lead Institution within 20 Business Days of receipt of notice requiring the breach to be remedied;

#### an Insolvency Event occurs in respect of the Lead Institution;

#### in the reasonable opinion of NBCF, the Lead Institution is not carrying out the Project with competence, diligence and scientific honesty and in accordance with any relevant directions of applicable HRECs, Institutional Approvals or any other requirement under clause 6 of this Head Agreement;

#### the Lead Institution is in breach of clause 5, NBCF reasonably believes that the integrity of the Project is threatened by influence from tobacco interests, or in NBCF’s reasonable opinion the reputation of the Lead Institution is in disrepute or the actions of the Lead Institution are such that the Lead Institution’s reputation is likely to be brought into disrepute; or

#### any relevant notification, approval, or Institutional Approval required under clause 4(a)(4) is cancelled or withdrawn or not renewed at any time during the Project and, where it is possible to do so, is not renewed or replaced within 20 Business Days of its withdrawal or non-renewal;

### NBCF may terminate this Head Agreement on 40 Business Days’ notice to the Lead Institution if NBCF reasonably considers that:

#### there has been any inefficiency or misconduct (including scientific misconduct or fraud, or failure to conduct the research or Project in accordance with the principles outlined in Schedule D – Part II – Statements of Compliance) by the Lead Institution, any Collaborating Institution or any Research Personnel; or

#### the Project is no longer viable (including for the reason that the Principal Investigator is terminated) and the parties are unable to agree on any variation to the Project to make it viable. NBCF must consult with the Lead Institution before determining whether to terminate this Head Agreement pursuant to this clause 21(b)(2);

### NBCF may terminate this Head Agreement without cause on 6 months’ notice to the Lead Institution.

### Without limiting NBCF’s rights in clauses 21(a) to (d), NBCF may terminate a specific Research Workstream if:

#### any Reports required under clause 13 in respect of that Research Workstream are not provided, or are not provided on time; or

#### NBCF considers, acting reasonably, that:

##### the relevant Collaborating Institution is not carrying out the Research Workstream with competence, diligence and scientific honesty and in accordance with any relevant directions of any applicable HREC;

##### there has been any inefficiency or misconduct (including scientific misconduct or fraud, or failure to conduct the research or Project in accordance with the principles outlined in Schedule D), in relation to that Research Workstream; or

##### progress on that Research Workstream is unsatisfactory.

### If NBCF terminates a specific Research Workstream pursuant to clause 21(d) NBCF may, in its discretion and in consultation with the Lead Institution determine that:

#### any remaining Grant Funds allocated to that Research Workstream are no longer payable by NBCF; or

#### the Lead Institution may, in consultation with NBCF, redeploy any remaining Grant Funds allocated to that Research Workstream (or a portion of them) to support another Research Workstreams or create new Research Workstream in accordance with clause 17(g).

### If NBCF if entitled to terminate this Head Agreement under clause 22(a) or 22(c), NBCF may, in its sole discretion, discuss with the Lead Institution whether to transfer this Head Agreement and administration of the Project to another entity, including to a Collaborating Institution. In such circumstances, the parties agree to discuss such proposal in good faith.

### The Lead Institution may terminate this Head Agreement on 10 Business Days’ notice to NBCF if:

#### NBCF breaches this Head Agreement and such breach is incapable of remedy or is not remedied within 20 Business Days of receipt of notice requiring the breach to be remedied; or

#### an Insolvency Event occurs in respect of NBCF.

# Consequences of termination

### On termination or expiry of this Head Agreement, the Lead Institution must:

#### within 10 Business Days after the date of:

##### termination of this Head Agreement refund to NBCF any amounts of the Grant Funds already paid to the Lead Institution, and not expended, or, subject to clause 22(c), not reasonably and irrevocably committed to expend, in performance of the Project and on the terms of this Head Agreement, by the Lead Institution or any Collaborating Institution as at the date of termination of this Head Agreement;

##### expiry of this Head Agreement, refund to NBCF any amount of the Grant Funds already paid to the Lead Institution, and not expended in performance of the Project and on the terms of this Head Agreement, by the Lead Institution or any Collaborating Institution as at the date of expiry of this Head Agreement; and

#### promptly provide to NBCF, and in any event within 60 Business Days after the date of termination or expiry of this Head Agreement, the Final Progress Report, the Follow-up Report and the Audited Financial Statements in accordance with clause 13.

### For the avoidance of doubt, the Grant Funds required to be refunded to NBCF may include Grant Funds distributed to Collaborating Institutions but not yet expended, or subject to clause 22(c), not reasonably and irrevocably committed to expend, by such Collaborating Institutions, and the Lead Institution must have mechanisms in place (whether in the Collaborating Institution Agreement or otherwise) to obtain such Grant Funds from Collaborating Institutions in order to repay such Grant Funds to NBCF.

### For the purposes of clause 22(a)(1), the following payments or costs in connection with the provision of a notice period or any other payment (including in respect of those matters referred to in clause 11.7(b)) relating to the termination of employment or engagement of a Research Personnel will not be considered to be reasonably committed to expend and accordingly must not be deducted in determining the amount to be refunded to NBCF:

#### in respect of Research Personnel employed or engaged on a casual basis, any payment or cost;

#### in respect of Research Personnel employed or engaged on a permanent, fixed term or maximum term basis, any payment or cost in excess of the relevant Research Personnel’s base salary over one month unless NBCF and the Lead Institution consider, following consultation between them, that such payment or cost is reasonable to deduct, and the Lead Institution must ensure that any payment or cost is kept to a minimum.

### Termination or expiry of this Head Agreement does not affect any rights or remedies which have accrued as at termination or expiry.

### Without limiting those clauses which by their nature survive termination or expiry, clauses 1, 9, 11.6, 13, 14(b), 16, 18, 18(a), 19(g), 22, 23, 24, 25, 26, 27, 29, 30 and 31 survive termination or expiry of this Head Agreement.

### NBCF reserves the right to appoint another entity as the Lead Institution following termination, including to transfer the Project and remaining Grant Funds to that entity.

# Goods and Services Tax

### Any reference in this clause to a term defined or used in the *A New Tax System (**Goods and Services Tax)* *Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

### Unless expressly included, the consideration for any supply made under or in connection with this Head Agreement does not include GST except as provided under this clause.

### To the extent any supply made under or in connection with this Head Agreement is a taxable supply, the recipient must pay, in addition to the consideration to be provided this Head Agreement for that supply (unless it is expressly includes GST) an amount equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply.

### The recipient must pay the additional amount payable under clause 23(c) at the same time as the consideration for any supply made under or in connection with this Head Agreement is otherwise required to be provided so long as the supplier has issued a tax invoice to the recipient.

# Acknowledgement of NBCF support

## Announcements

The Lead Institution must not, and must ensure that each Collaborating Institution and International Institution does not, make any public announcement or issue any media release relating to this Head Agreement or the performance of the Project (or any Research Workstream), without the prior written approval of NBCF as to the form, content and timing of the announcement or release.

## Acknowledgement of Support

### The Lead Institution must, and must procure that Collaborating Institutions will:

#### acknowledge NBCF as a funding source on all publications and other public material related to the Project, and in any presentation in connection with the Project or the subject matter of the Project, in a clear, unambiguous and readily identifiable way in such form as NBCF reasonably requests or approves prior to publication or the presentation; and

#### participate in media or other publicity events in connection with the Project as reasonably requested by NBCF during the Term and for a period of 1 year following the Term or such other period as agreed in writing by NBCF and the Lead Institution from time to time.

For the avoidance of doubt, this clause 24.2(a) applies to publications, including any publication resulting from the research or project the subject of the Project or any Research Workstream, oral and poster conference presentations containing or referring to that research or project and institutional reports, or releases of details of such research or project to the media, in any form.

### The Lead Institution agrees that:

#### all communications to the media or the public made by the Lead Institution or any Collaborating Institution or International Institution in respect of the Project or this Head Agreement, other than in academic publications, must be made through or with the prior written consent of NBCF; and

#### it will contact NBCF prior to making, or prior to any Collaborating Institution or International Institution making, any media release or statement in relation to NBCF, the Project, a Research Workstream or this Head Agreement. For the avoidance of doubt, the exclusion of academic publications from the restriction on communications to the media or the public does not cover use of that material in any other context.

### The Lead Institution agrees, and must procure that each Collaborating Institution and any Research Personnel involved in the Project agree, to comply with any reasonable request from NBCF for assistance in promoting awareness of, and raising funds for, breast cancer research or other breast cancer related projects during the Term and for a period of 1 year following the Term or such other period as agreed in writing by NBCF and the Lead Institution from time to time. Such requests may include:

#### participation in NBCF functions;

#### assistance in identifying opportunities for publicity and collaboration;

#### contributing to fundraising activities by NBCF, including the hosting of a Pink Ribbon Breakfast;

#### assisting NBCF to promote the research or the Project including by, subject to clause 26, providing NBCF with additional information regarding research progress and achievements for use by the media, the general public, NBCF’s supporters and corporate partners as appropriate;

#### contributing to the promotion of the mission, priorities and principles of NBCF.

### The Lead Institution agrees that, subject to clause 26, the Project title, name, and any other details relevant to qualifications or expertise, of any Research Personnel involved in the Project may, at the absolute discretion of NBCF and without notice to or consultation with the Lead Institution, be included:

#### in any annual report produced by NBCF and NBCF’s funding partners in respect of the Project, if any;

#### on the NBCF website; or

#### on any other NBCF promotional or information material.

# Trade marks and branding

### The Lead Institution must obtain, and must procure that each Collaborating Institution, each International Institution and all Research Personnel obtain, NBCF’s prior consent before using any of NBCF’s trade marks or logos, including on presentations or on documents relating to the Project, a Research Workstream or the research the subject of the Project or a Research Workstream. Any use of NBCF’s trade marks or logos by the Lead Institution, Collaborating Institution, International Institution or Research Personnel must only be in a form consented to by NBCF and otherwise in accordance with the NBCF style guide and trade mark guidelines as notified to the Lead Institution or Research Personnel from time to time, or as otherwise reasonably requested by NBCF.

### NBCF must obtain the Lead Institution’s prior consent before using any of the Lead Institution’s trade marks or logos, including on presentations or on documents relating to the Project. Any use of the Lead Institution’s trade marks or logos by NBCF must only be in a form consented to by the Lead Institution and otherwise in accordance with the Lead Institution’s style guide and trade mark guidelines as notified to NBCF from time to time, or as otherwise reasonably requested by the Lead Institution.

### The Lead Institution will do all things reasonably necessary to facilitate NBCF requesting consent from each Collaborating Institution and International Institution to use the applicable Collaborating Institutions or International Institution’s trade marks or logos, including on presentations or on documents relating to the Project.

# Privacy

### The Lead Institution must handle and protect all Personal Information collected or used in connection with the Project in accordance with the Privacy Requirements, the Guidelines and the NHMRC Approved Standards and Guidelines and will only disclose or use such Personal Information with the permission of the individual to whom it relates or where the Privacy Requirements, the Guidelines, the NHMRC Approved Standards and Guidelines or other laws otherwise allow such disclosure or use.

### The Lead Institution must procure that:

#### each Collaborating Institution and all Research Personnel who handle Personal Information collected or used in connection with the Project; and

#### any other personnel or third parties involved in the Project and provided with or otherwise given access to by the Lead Institution to any Personal Information collected or used in connection with the Project,

handle and protect such Personal Information in accordance with the Privacy Requirements, the Guidelines and the NHMRC Approved Standards and Guidelines and will only disclose or use such Personal Information with the permission of the individual to whom it relates or where the Privacy Requirements, the Guidelines, the NHMRC Approved Standards and Guidelines or other laws otherwise allow such disclosure or use.

### The Lead Institution warrants that each individual named in the Grant Application has consented to the information supplied by them as part of the Grant Application being disclosed or used for any purpose connected with:

#### assessing the Grant Application;

#### the administration of the Collaborative Research Accelerator; or

#### the conduct of the Project,

or as otherwise permitted by the Privacy Act, and such disclosure may include disclosure to members of the NBCF Research Advisory Committee, independent assessors requested to provide advice by NBCF, and employees, subcontractors, advisers and agents of NBCF, including employees, subcontractors, advisers and agents located outside of Australia.

### The Lead Institution must maintain and implement, and procure that each Collaborating Institution maintains and implements, appropriate technical and organisational security measures to protect the confidentiality, integrity and availability of the Personal Information and respond to Privacy Incidents, including in relation to data restoration, backups, viruses, malware, physical security, data separation, personnel security, access control, training and testing, in accordance with industry best practice.

### In the event of a Privacy Incident, the Lead Institution must:

#### promptly notify NBCF (providing full details and ongoing updates as available);

#### conduct a thorough and expeditious investigation and assessment of the Privacy Incident, or procure that the affected Collaborating Institution conducts a thorough and expeditious investigation and assessment of the Privacy Incident; and

#### comply with all applicable Laws and Privacy Requirements with respect to the Privacy Incident, or procure that the affected Collaborating Institution conducts a thorough and expeditious investigation and assessment of the Privacy Incident, including without limitation in relation to contacting Government Agencies and affected persons.

# Confidentiality

### Each recipient of Confidential Information (the **Recipient**) must:

#### hold the disclosing party’s (the **Discloser’s**) Confidential Information in strict confidence and not disclose, or permit the disclosure of, the Discloser’s Confidential Information except as permitted by this Head Agreement or with the prior written consent of the Discloser;

#### keep the Discloser’s Confidential Information secure and protected from any use, disclosure or access which is inconsistent with this Head Agreement;

#### promptly notify the Discloser if it suspects, or becomes aware of, any loss of, or any unauthorised use, storage, copying or disclosure of, the Discloser’s Confidential Information; and

#### only use the Discloser’s Confidential Information for the purpose of the Project or as otherwise required under this Head Agreement.

### The Lead Institution may only disclose NBCF’s Confidential Information to Collaborating Institutions, International Institutions or Research Personnel to the extent necessary for the conduct of the Project and provided such Collaborating Institutions, International Institutions or Research Personnel (as applicable) are bound by the same terms as this clause 27. The Lead Institution must ensure that all such Collaborating Institutions, International Institutions and Research Personnel comply with such terms.

### The Lead Institution acknowledges and agrees, and must procure that each Collaborating Institution and International Institution agrees, that NBCF may disclose the Reports to any other research or education institution involved in or connected with the Project. Unless NBCF is required to disclose such Reports on a non-confidential basis, for example under a funding agreement with the Commonwealth or as part of its regulatory or reporting obligations, NBCF will use reasonable efforts to ensure that such Reports are disclosed on a confidential basis to such entities.

### Subject to clause 27(e), a Recipient may disclose so much of the Discloser’s Confidential Information as the Recipient is:

#### legally required to disclose by any applicable law or legally binding court order; or

#### required to disclose to enforce or carry out its obligations under this Head Agreement.

### Before making disclosure under clause 27(d), a Recipient must:

#### give the other party reasonable written notice of the full circumstances of the required disclosure and the Confidential Information that it proposes to disclose;

#### consult with the other party as to the form of the disclosure; and

#### use reasonable efforts to require the disclosure is made on a confidential basis.

### Clauses 27(a) to 27(e) do not apply to Confidential Information:

#### from the time it is in the public domain, other than as a result of:

##### a breach of this Head Agreement by Lead Institution or a Collaborating Institution, International Institution or Research Personnel under clause 27(b); or

##### any other breach of an obligation of confidence on the part of the Lead Institution, any Collaborating Institute, International Institute or Research Personnel, including in a Collaborating Institution Agreement, International Agreement or employment agreement for such Research Personnel;

#### that the Recipient can show by documentary evidence was already in the lawful possession of the Recipient at the time of disclosure by the Discloser to the Recipient; or

#### from the time it is received by the Recipient from a person (other than the Discloser or any employee, officer, agent, contractor or adviser of the Discloser) legally entitled to possess that information and provide it to the Recipient.

### The Recipient must, within 20 Business Days or earlier of any request by the Discloser, return to the Discloser, or destroy, delete and erase, as the Discloser directs, all materials and copies that are or contain the Discloser’s Confidential Information, whether they are held by the Recipient or, in the case of the Lead Institution, any of its Research Personnel or Collaborating Institutions or International Institutions, other than one central archive copy of such materials and copies to the extent such documents are required to be retained under Law or to meet regulatory requirements, or in accordance with established good corporate governance and record keeping practices, which copy remains subject to the confidentiality obligations under this Head Agreement.

### The return, destruction, deletion, erasure or retention of the Discloser’s Confidential Information in accordance with clauses 27(g) does not relieve the Recipient from any of its other obligations under this Head Agreement.

### The Lead Institution consents to NBCF, and must ensure that each Collaborating Institution consents to NBCF:

#### identifying the Lead Institution and each such Collaborating Institution; and

#### disclosing a lay description of the Project synopsis set out in the Grant Application,

to NBCF supporters for fundraising purposes including updates to existing supporters.

# Dispute Resolution

### If a party considers that a dispute has arisen in respect of, or out of, this Head Agreement or the Project (the **Dispute**), that party may give notice to the other party specifying the nature of the Dispute. Even if a Dispute exists, each party must continue to comply with its obligations under this Head Agreement.

### Once a party gives notice of a Dispute:

#### the parties must use reasonable endeavours and negotiate in good faith to resolve the Dispute; and

#### if the Dispute involves a Collaborating Institution or an International Institution (or their Research Personnel) the Lead Institution must give notice to the Collaborating Institutions and the Governance Mentor (if applicable) specifying the nature of the Dispute.

### If the parties have not resolved the Dispute within 10 Business Days after notice is given in accordance with clause 28(b), any of the parties may refer the Dispute to their Chief Executive Officers, Deputy Vice Chancellor (Research) or equivalent position of the party (**Officer**). For the avoidance of doubt, where a party is an individual any references to that party’s Officer in this clause 28 should be read as references to that party.

### Any decision of the Officers in relation to the Dispute will be final and binding as between the parties.

### If the Officers do not resolve the Dispute within 10 Business Days of it being referred to the Officers, the parties agree that the Dispute may be referred to mediation.

### The mediator may be appointed either by agreement between the parties, or failing such agreement within 5 Business Days of expiry of the period set out in clause 28(e) and at the request of either party, by the Australian Centre for International Commercial Arbitration.

### Each of NBCF and the Lead Institution agree that:

#### each party will bear their respective costs in connection with the mediation save that the mediator’s fee, fees for mediation rooms and costs of shared equipment, facilities and services for mediation will be shared equally between the parties;

#### the venue for the mediation will be agreed between the parties, or failing such agreement, will be determined by the mediator;

#### each party may be legally represented if they so wish; and

#### the mediation will be conducted without prejudice and the mediation and any documents and information used at or in relation to the mediation will constitute Confidential Information for the purpose of this Head Agreement.

### If within 60 Business Days of the Dispute being referred to the Officers of each party under clause 28(c), the Dispute has not been resolved or the parties have not agreed to:

#### the dispute resolution technique or procedures to be adopted to resolve the Dispute;

#### the timetable for all steps in those procedures; and

#### the selection and compensation of any independent person required for such dispute resolution technique or procedure,

then either party may commence court proceedings to resolve the Dispute. A party may not otherwise commence proceedings, except where a party is seeking urgent interlocutory relief.

# Notices

### A notice or other communication to a party under this Head Agreement (**Notice**) must be:

#### in writing and in English;

#### signed by the sender or a person authorised to sign on behalf of the sender. For these purposes, an email is regarded as signed by its author if that email states the name of its author; and

#### addressed to that party in accordance with the details nominated in Schedule B (or any alternative details nominated to the sending party by Notice).

### A Notice under this Head Agreement must be given by one of the methods set out in the table below.

### A Notice under this Head Agreement is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee’s time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

| Method of giving Notice | When Notice is regarded as given and received |
| --- | --- |
| By hand to the nominated address | When delivered to the nominated address |
| By pre‑paid post to the nominated address | At 9.00am (addressee’s time) on the second Business Day after the date of posting (or if posted from one country to another, on the date which is seven Business Days after the date of posting). |

|  |  |
| --- | --- |
| By email to the nominated email address | Four hours after the time the email is sent, as recorded by the sender’s device, unless during that time:   1. the sender receives an automated message confirming delivery to the nominated address (in which case the Notice will be regarded as given and received at the time of receipt of that message); or 2. the sender receives an automated message to the effect that delivery has failed (in which case the Notice will be regarded as not having been given or received).   When calculating the four hour period, only time within a Business Hours Period is to be included. |

### A Notice under this Head Agreement must not be given by an electronic means of communication other than as specifically permitted in clause 29(b).

# General

### This Head Agreement is governed by the law in force in New South Wales and each party irrevocably submits to the non‑exclusive jurisdiction of the courts of New South Wales.

### If any provision of this Head Agreement is invalid under the Law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

### Clause 30(b) does not apply where enforcement of the provision of this Head Agreement in accordance with clause 30(b) would materially affect the nature or effect of the parties’ obligations under this Head Agreement.

### No party to this Head Agreement may rely on the words or conduct of anyother party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### The meanings of the terms used in this clause 30(d) are set out below.

| Term | Meaning |
| --- | --- |
| conduct | includes delay in the exercise of a right. |
| right | any right arising under or in connection with this Head Agreement and includes the right to rely on this clause. |
| waiver | includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel. |

### A variation of any term of this Head Agreement must be in writing and signed by the parties.

### The Lead Institution may not assign any of its rights, or sub-contract any of its obligations, arising out of or under this Head Agreement without NBCF’s prior written consent or as otherwise permitted in accordance with this Head Agreement.

### NBCF may assign or novate this Head Agreement, or any of its rights or obligations under this Head Agreement, to a third party on the same terms as this Head Agreement. The Lead Institution consents to such assignment or novation and must take all steps necessary to confirm or effect such assignment or novation, including, where requested by NBCF, entering into a novation agreement or deed.

### Except as expressly provided in this Head Agreement, each party must bear all costs and expenses incurred by it in performing the Project and any of its obligations under this Head Agreement.

### Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Head Agreement and the transactions contemplated by it.

### This Head Agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

### Neither party has relied on any statement by the other party not expressly included in this Head Agreement.

### This Head Agreement may be executed in any number of counterparts. A party may execute this Head Agreement by signing any counterpart. All counterparts taken together constitute one instrument.

### Each party enters into this Head Agreement as an independent contractor. This Head Agreement does not create any other relationship, such as an employment, partnership, agency, trust or joint venture relationship.

### Nothing in this Head Agreement gives a party authority to bind any other party in any way.

### Nothing in this Head Agreement imposes any fiduciary duties on a party in relation to any other party.

### Unless expressly required by the terms of this Head Agreement, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this Head Agreement.

### A party may impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this Head Agreement (without, unless otherwise provided in this Head Agreement, any requirement to act reasonably). Any conditions must be complied with by the party relying on the consent, approval or waiver.

### The Lead Institution must pay any stamp duty, including any penalty, in respect of this Head Agreement and indemnifies NBCF in respect of such amounts.

# Interpretation

### Specifying anything in this Head Agreement after the words ‘include’ or ‘for example’ or similar expressions does not limit what else is included.

### Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

### This Head Agreement includes any schedules and attachments.

### In this Head Agreement:

#### Headings and bold type are for convenience only and do not affect the interpretation of this Head Agreement.

#### The singular includes the plural and the plural includes the singular.

#### Words of any gender include all genders.

#### Other parts of speech and grammatical forms of a word or phrase defined in this Head Agreement have a corresponding meaning.

#### An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.

#### A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Head Agreement.

#### A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re‑enactments of any of them.

#### A reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

#### A reference to a party to a document includes that party’s successors and permitted assignees.

#### A reference to dollars, $, A$ or AUD is a reference to Australian currency unless denominated otherwise.

#### A promise on the part of 2 or more persons binds them jointly and severally.

#### A reference to an agreement other than this Head Agreement includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing.

#### No provision of this Head Agreement will be construed adversely to a party because that party was responsible for the preparation of this Head Agreement or that provision.

#### A reference to a body, other than a party to this Head Agreement (including an institute, association or authority), whether statutory or not which ceases to exist; or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

Schedule A

Definitions

| **Term** | **Meaning** |
| --- | --- |
| **ACNC External Conduct Standards.** | the ACNC External Conduct Standards maintained by the Australia Charities and Not-for-Profits Commission that govern how a registered charity must manage its activities and resources outside Australia. |
| **ACNC Governance Standards** | the ACNC Governance Standards maintained by the Australian Charities and Not-for-Profits Commission. |
| **Adjustment Date** | has the meaning given in clause 18(b)(4). |
| **AEC** | has the meaning given in Schedule D. |
| **Annual Financial Report** | has the meaning given in clause 13.3(a). |
| **Associate Investigator** | a researcher who provides minor intellectual or practical output to a Research Workstream, as set out in the Grant Application, as altered from time to time in accordance with this Head Agreement. |
| **Audited Financial Statement** | has the meaning given in clause 13.3(c). |
| **Australian Accounting Standards** | the standards of that name maintained by Australian Accounting Standards Board created by s 226 of the *Australian Securities and Investments Commission Act 2001* (Cth). |
| **Australian Auditing Standards** | the standards of that name maintained by Australian Accounting Standards Board created by s 227A of the *Australian Securities and Investments Commission Act 2001* (Cth). |
| **Background IP** | the Intellectual Property created or developed by a party or any Research Personnel or any Investigator prior to the date of this Head Agreement or other than in connection with the Project, but not including:   1. the Project IP; or 2. the Commercial IP. |
| **Budget** | the budget for the Project set out in the Grant Application, as approved by NBCF and set out in Attachment 1. |
| **Business Day** | a day on which banks are open for business in Sydney and the capital city in the state or territory in which the Lead Institution is primarily located (as set out in Schedule B), excluding a Saturday, Sunday or public holiday in those cities. |
| **Change** | has the meaning given in clause 17. |
| **Change Request Notice** | has the meaning given in clause 17. |
| **Chief Investigator** | the lead for a Research Workstream undertaken at a Collaborating Institution as part of the Project, as set out in the Grant Application, as altered from time to time in accordance with this Head Agreement. |
| **Co-Funding Contribution** | has the meaning given in clause 7.3(a). |
| **Co-Investigator** | any Investigator with a substantial role in a Research Workstream as listed in the Grant Application, as altered from time to time in accordance with this Head Agreement. |
| **Collaborating Institution** | an Australian research institution at which one or more of the Research Workstreams conducted under the Project will be undertaken, as set out in the Grant Application. |
| **Collaborating Institution Agreement** | has the meaning given in clause 3.3(a). |
| **Collaborative Research Accelerator** | the Collaborative Research Accelerator program, as set out in recital 1 of the Background section of this Head Agreement. |
| **Commencement Date** | the date of execution of this Head Agreement by the parties as set out in item 2 of Schedule C. |
| **Commercial IP** | has the meaning given in clause 18(b). |
| **Commercialisation Costs** | all costs and disbursements incurred in connection with the commercialisation of the Commercial IP, including:   1. application, registration and renewal fees relating to the Commercial IP, and all invoiced patent attorney and external legal costs associated with application, registration and renewal of registrations relating to the Commercial IP; 2. royalties actually paid to third parties in order to develop, make and sell any licensed product or service incorporating Commercial IP; and 3. any other external costs that have been incurred with NBCF’s consent,   but for the avoidance of doubt does not include any costs incurred in salary or other allowances for staff of the Lead Institution or any Commercialisation Entity, or the costs of operating the Lead Institution, or any Commercialisation Entity. |
| **Commercialisation Entity** | any entity set up, controlled by or acting for the Lead Institution, a Collaborating Institution or International Institution (or any of their nominees) in order to commercialise the Commercial IP. |
| **Confidential Information** | all information which:   1. is by its nature confidential; or 2. a disclosing party designates as confidential,   and which is disclosed (whether orally, in writing or in any other form) by one party to the other party, or which a party otherwise acquires in relation to the other party in connection with the Project including, without limitation:   1. business records, financial information, or information otherwise relating to a party or their business or activities; 2. planning or marketing procedures, techniques or information, including information relating to sales figures, the identity of customers, suppliers and/or agents; 3. any records or accounts kept by either party in respect of the Project; 4. the Grant Application, the Reports the Institutional Approvals, this Head Agreement and the terms of this Head Agreement; and 5. the Background IP and the Project IP. |
| **Consumer** | a person with a lived experience of breast cancer, a carer of a person with a lived experience of breast cancer, or a family member of a person with a lived experience of breast cancer. |
| **CPI** | the Consumer Price Index published by the Australian Bureau of Statistics. |
| **Dispute** | has the meaning given in clause 28. |
| **Early Career Researchers** | researchers with less than 3 years of post doctoral experience. |
| **Excluded Employment Costs** | all employment related costs and expenses including but not limited to overhead costs, payroll tax, leave entitlements, other salary on-costs, termination payments, overtime or penalty rates, leave loading, incentives such as bonuses, workers compensation insurance, long service leave allowances and any other employment allowances or entitlements howsoever described, other than:   1. salary support for the Principal Investigator, Lead Chief Investigators, Chief Investigators and Co-Investigators as set out in the Grant Application and the Budget; and 2. any other salary support set out in the Budget and agreed with NBCF.   For the avoidance of doubt, any salary support for an Associate Investigators is an Excluded Employment Cost. |
| **Final Progress Report** | has the meaning given in clause 13.1. |
| **Follow-up Report** | has the meaning given in clause 13.1. |
| **Governance Committee** | has the meaning given in clause 10.2(a). |
| **Governance Framework** | has the meaning given in clause 10.3(a). |
| **Governance Lead** | has the meaning given in clause 10.1(a). |
| **Governance Mentor** | has the meaning given in clause 10.4. |
| **Government Agency** | any government or governmental, administrative, monetary, fiscal, or judicial, body, department, commission, authority, tribunal, agency, or entity, in any part of the world. |
| **Grant Application** | the grant application by the Lead Institution, the Chief Investigator and any Collaborating Institution, as approved by NBCF and set out in Attachment 1, as amended from time to time by the agreement of the parties. |
| **Grant Conditions** | has the meaning given in clause 4(a). |
| **Grant Funds** | the funding set out in item 6 of Schedule C. |
| **Guidelines** | the guidelines for the Collaborative Research Accelerator located on the NBCF website as at the Commencement Date. |
| **Head Agreement** | this agreement, including any schedules and annexures. |
| **HREC** | has the meaning given in Schedule D. |
| **Identified Person** | has the meaning given in clause 11.5(a). |
| **Insolvency Event** | the occurrence of any one or more of the following events:   1. an order is made that a party be wound up, or that a provisional liquidator or receiver or receiver and manager be appointed and such order is not revoked within 5 Business Days; 2. a liquidator or provisional liquidator is appointed, or an administrator or a controller is appointed to a substantial proportion of a party’s assets and such appointment is not revoked within 5 Business Days; 3. a party enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors or engages in a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors other than as part of a solvent reconstruction; 4. a party is insolvent or bankrupt as disclosed in its accounts or otherwise, states that it is insolvent or bankrupt or it is presumed to be insolvent or bankrupt under an applicable Law; or 5. anything occurs under the Law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition. |
| **Institutional Approvals** | the approvals set out in Schedule D as applicable from time to time. |
| **Intellectual Property** | means all current and future intellectual and industrial property rights throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, plant breeder’s rights, copyright and analogous rights, circuit layouts, confidential information, trade secrets, know-how and other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time, and any right to apply for registration of, or any application for, such rights. |
| **International Institution** | an entity that is not incorporated or established in Australia and will perform its part of the Project solely in a country other than Australia, and is set out in item 8 of Schedule C. |
| **International Institution Agreement** | has the meaning given in clause 3.4. |
| **Investigator** | any of the Principal Investigator and all Lead Chief Investigators, Chief Investigators, Co-Investigators and Associate Investigators. |
| **Law** | means all present and future laws, including rules of common law, principles of equity, statutes, regulations, proclamations, codes, ordinances, local laws, by-laws, orders, judgments, licences, rules, permits, mandatory codes of conduct, industrial instruments, agreements and requirements of all Government Agencies applicable in any jurisdiction in which activities related to this Head Agreement or the CRA are undertaken. |
| **Lead Chief Investigator** | a Collaborating Institution’s chief or principal investigator as set out in the Grant Application, or as altered from time to time in accordance with this Head Agreement, who is responsible for overseeing the delivery and reporting of the Research Workstream(s) undertaken at that Collaborating Institution. |
| **Milestones** | as set out in item 5 of Schedule C. |
| **NBCF Donor** | an NBCF donor or supporter, or a person who has donated or supported NBCF, who is introduced to the Lead Institution or a Collaborating Institution as part of an NBCF promotional or fundraising activity. |
| **NBCF Grant Expenditure Guidelines** | NBCF’s guidelines dealing with expenditure for projects funded under the Collaborative Research Accelerator as set out in the Guidelines. |
| **NBCF IP Policy** | NBCF’s intellectual property policy as notified to the Lead Institution by NBCF. |
| **Net Revenue** | the revenue received from commercialising the Commercial IP, including from the sale of a product, services, process or technology which uses or incorporates the Commercial IP (whether sold by the Lead Institution or its Commercialisation Entity or any third party), including signing fees, royalties and licence fees, including on sub-licences, dividends, proceeds of sale of shares in a Commercialisation Entity set up to Commercialise the Commercial IP, less:   1. the Commercialisation Costs; 2. discounts, rebates and allowances; 3. distribution costs, including packaging, delivery and insurance costs; 4. taxes, duties, imposts and other like government charges incorporated in the gross invoice price of any product, process, service or technology incorporating the Commercial IP; and 5. amounts refunded or credited,   solely in respect of sales of any product, process, service or technology incorporating the Commercial IP. |
| **NHMRC** | has the meaning given in clause 6(a). |
| **NHMRC Approved Standards and Guidelines** | those standards and guidelines listed on the NHMRC website as may be introduced, amended or replaced from time to time by NHMRC, and include without limitation:   1. Australian Code for the Responsible Conduct of Research 2018; 2. Australian code for the care and use of animals for scientific purposes; 3. National Statement on Ethical Conduct in Human Research; 4. Guidelines approved under Section 95A of the Privacy Act; 5. Guidelines under Section 95 of the Privacy Act; 6. National Principles of Intellectual Property Management for Publicly Funded Research; 7. Principles and guidelines for the care and use of non-human primates for scientific purposes; 8. Values and Ethics: Guidelines for Ethical Conduct in Aboriginal and Torres Strait Islander Health Research; 9. Ethical Guidelines on the use of Assisted Reproductive Technology in Clinical Practice and Research; 10. National Safety and Quality Health Standards; and 11. National Clinical Trials Framework. |
| **Notice** | has the meaning given in clause 29. |
| **Officer** | has the meaning given in clause 28(c). |
| **Personal Information** | has the meaning given in the Privacy Act. |
| **Premises** | any premises owned or occupied by the Lead Institution or a Collaborating Institution, or over which the Lead Institution or Collaborating Institution has control or right of access, in which the Project (or a Research Workstream) is being conducted or material related to the Project (or a Research Workstream) is being stored. |
| **Principal Investigator** | the lead researcher for the Project employed by the Lead Institution, as set out in the Grant Application, as altered from time to time in accordance with this Head Agreement. |
| **Privacy Act** | the *Privacy Act 1988* (Cth). |
| **Privacy Incident** | any actual, suspected or anticipated:   1. misuse or loss of, interference with or unauthorised access to, modification of or disclosure of Personal Information; 2. breach of clause 26; or 3. request, complaint or enquiry made by a Government Agency or any person to whom Personal Information relates;   in relation to the handling of Personal Information by the Lead Institution or any Collaborating Institution. |
| **Privacy Requirements** | 1. the Privacy Act; 2. the Australian Privacy Principles in the Privacy Act; and 3. any requirement under Law or industry code applicable to either party in relation to privacy, data protection, surveillance, security, direct marketing or the handling of Personal Information. |
| **Progress Reports** | the progress reports set out in and defined in clause 13.1. |
| **Progress Reports** | has the meaning given in clause 13.1 . |
| **Project** | as set out in item 1 and, if applicable, item 9 of Schedule C and the Grant Application. |
| **Project IP** | any Intellectual Property developed or created by the Lead Institution in the course of the Project. |
| **Proposal** | has the meaning given in clause 2(b). |
| **Relevant Date** | has the meaning given in clause 11.6(b). |
| **Replacement Report** | has the meaning given in clause 14(a)(2). |
| **Reports** | 1. the Progress Reports referred to in clause 13.1; 2. the Annual Financial Report and Audited Financial Statement referred to in clause 13.3; and 3. the other reports referred to in clause 13.4. |
| **Research Personnel** | all officers, employees, agents, contractors and consultants of the Lead Institution and each Collaborating Institution and International Institution who are involved in the Project from time to time, and, where the Lead Institution, Collaborating Institution or International Institution is an educational institution, also includes students, academic staff, supervisors, examiners and investigators involved in the Project from time to time.  For the avoidance of doubt, Research Personnel includes the Principal Investigator, any Lead Chief Investigators, any Chief Investigators, and any other Investigators involved in the Project from time to time. |
| **Research Workstream** | has the meaning given in clause 3.1(b). |
| **Term** | the period set out in item **2** of Schedule C unless this Head Agreement is terminated earlier in accordance its terms. |

Schedule B

Notice details

|  |  |
| --- | --- |
|  | National Breast Cancer Foundation |
| Address | Level 7, 50 Margaret Street, SYDNEY NSW 2000 |
| Attention | Grants Administrator |
| Phone | 02 8098 4800 |
| Fax | 02 8098 4801 |
| Email | research@nbcf.org.au |

|  |  |
| --- | --- |
|  | «Administering\_Institution» |
| Address | «Address» |
| Attention | «Admin\_\_Attention\_» |
| Phone | «Admin\_\_Phone» |
| Fax | «Admin\_\_Fax» |
| Email | «Admin\_\_Email» |
| Alternative Email | «Admin\_\_Alternative\_Email» |

Schedule C

Project

1. Project

(Clause 6)

**«Grant\_Title»**

«Lay\_Description»

1. Term and Commencement Date

(Clause 2)

**Term:** [5] years from the Commencement Date.

**Commencement Date:** The later of 1 January 2025 and the date of execution of this Head Agreement by the parties.

1. Grant Funds

(Clause 7.1]

**Total** **Grant Funds to be provided by NBCF**: [up to $20,000,000 exclusive of GST]

The maximum Grant Funds which will be provided for each year of the Term is [$4,000,000 exclusive of GST]

1. Co-Funding

(Clause 7.3)

**Total** **Co-Funding Contribution:**

|  |  |
| --- | --- |
| Institution | Amount of Co-Funding Contribution |
| Lead Institution | Year 1:  Year 2:  Year 3:  Year 4:  Year 5:  **Total:** |
| Collaborating Institution | Year 1:  Year 2:  Year 3:  Year 4:  Year 5:  **Total:** |

1. Milestones

(Clause 6)

Refer to [Attachment 1 Grant Application].

1. Grant payment schedule

(Clause 7)

|  |  |  |
| --- | --- | --- |
| Year | Timing | Amount (excluding GST) |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **TOTAL** |  | **«Total\_Budget»**  (Note: Budget should include 20% Co-Funding Contribution) |

1. Collaborating Institutions

|  |  |
| --- | --- |
| Collaborating Institution  (full name of legal entity, including suffixes and company number, ie ABN or overseas equivalent, if applicable) | Lead Chief Investigator |
| «insert Collaborating Institution»  «insert ABN» «insert address» |  |
|  |  |

1. International Institutions (where applicable)

|  |  |
| --- | --- |
| International Institution  (full name of legal entity, including suffixes and company number, ie ARBN or overseas equivalent, if applicable) | Co-Investigator |
| «insert International Institution»  «insert overseas company number»  «insert address» |  |

1. Research Workstreams

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| # | Research Workstream | Description | Institution(s) involved | Chief Investigator |
| 1 |  |  |  |  |
| 2 |  |  |  |  |

1. Reporting schedule

(Clause 13)

* 1. Progress Reports

|  |  |  |
| --- | --- | --- |
| **Report** | **When required** | **Due date** |
| **Progress Reports** | | |
| Annual Progress Reports | Annually | First Progress Report: 12 months after the Commencement Date.  Second Progress Report: 24 months after the Commencement Date.  Third Progress Report: 36 months after the Commencement Date.  Fourth Progress Report: 48 months after the Commencement Date. |
| Final Progress Report | No later than 3 months after the end of the Term or the completion of the Project, whichever is earlier | No later than 3 months after the end of the Term or the completion of the Project. |
| Follow-up Report | 24 months after the end of the Term or the completion of the Project, whichever is earlier | No later than 24 months after the end of the Term or the completion of the Project. |

* 1. Financial Reports

|  |  |  |
| --- | --- | --- |
| Report | When required | Due date |
| **Annual Financial Report** | | |
| Annual Financial Report | Annually (or upon written notice given by NBCF) | First report: 12 months after the Commencement Date.  Second report: 24 months after the Commencement Date.  Third report: 36 months after the Commencement Date.  Fourth report: 48 months after the Commencement Date. |
| **Audited Financial Statement** | | |
| Audited Financial Statement | No later than 3 months after the end of the Term or the completion of the Project, whichever is earlier | No later than 3 months after the end of the Term or the completion of the Project. |

Schedule D

Institutional Approvals

1. Part I – Clearance requirements:

The Lead Institution must meet, and ensure each Collaborating Institution meets, the following clearance requirements and obtain and maintain (and ensure each Collaborating Institution obtains and maintains) as required, the necessary approvals for the duration of the Project and each Research Workstream:

* 1. Research involving humans

All research involving humans must be conducted in accordance with the requirements of the *National Statement on Ethical* *Conduct in Human Research (2023)*and associated guidelines, as amended from time to time.

Approval must be obtained from appropriate Human Research Ethics Committees (each an **HREC**) that is registered with the NHMRC before commencement of the Project and each Research Workstream, and must be maintained for the duration of the relevant Research Workstream and, if applicable, the Project, and reobtained if required for the duration of the Project. The Lead Institution is responsible for ensuring that all Project activities, including all Research Workstreams, have HREC approval. Each of the Lead Institution and the HREC are responsible for monitoring the conduct of the Project and ensuring that ethical approval is obtained for amendments to the Project.

Despite the preceding paragraph, the Lead Institution is not obliged to reobtain or maintain HREC approval if the HREC determines that the human research portion of the relevant Research Workstream (or the Project as a whole) is complete and that such approvals are no longer required.

* 1. Animal experimentation

Experiments involving the use of animals must be conducted, and experimental animals must be housed, maintained and controlled, in accordance with the current *Australian code of practice for the care and use of animals for scientific purposes,* the *Guidelines to promote the wellbeing of animals used for scientific purposes,* and any additional policy statements adopted by the NHMRC.

Approval must be obtained from the relevant Animal Ethics Committee (**AEC**) before commencement of the Project and each relevant Research Workstream, and must be maintained for the duration of the relevant Research Workstream (and if applicable, the Project as a whole), and reobtained if required for the duration of the Project. Each of the Lead Institution and the AEC are responsible for monitoring the conduct of the Project and ensuring that ethical approval is obtained for amendments to the Project.

Despite the preceding paragraph, the Lead Institution is not obliged to reobtain or maintain AEC approval if the AEC determines that the animal research portion of the Project is complete and that such approvals are no longer required.

* 1. Use of radioactive substances, ionising radiation, recombinant DNA, biohazardous material, potent teratogens or carcinogens

Clearance for Research Workstreams which involve any of the above must be obtained from the appropriate Institutional Bio-safety Committee and/or, where relevant, the appropriate Ethics Committee.

If a Research Workstream involves the use of ionising radiation, the Lead Institution must ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State or Territory authority, and that all relevant State or Territory legislation is complied with. The Lead Institution must retain, or procure that the relevant Collaborating Institution retains, all such licences and must provide them to the Commonwealth if required to do so.

Despite the preceding paragraph, the Lead Institution is not obliged to reobtain or maintain licenses if the appropriate authority determines that the relevant Research Workstream or portion of the Project is complete and that such licenses are no longer required.

* 1. Administration to humans of drugs, chemical agents or vaccines

Any Research Workstream involving the above will be subject to prior clearance by the relevant HREC.

* 1. Import of Experimental Organisms

The Lead Institution must ensure that, before experimental organisms are imported into Australia for the purposes of the Project, or a Research Workstream, the Lead Institution obtains (or procures the relevant Collaborating Institution obtains) authorisation for the importation from the appropriate Commonwealth and State authorities.

* 1. Storage of Biological Materials

Any biological material accumulated during the course of the Project or a Research Workstream must be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material, then the Lead Institution must (or must procure that the relevant Collaborating Institution must) dispose of the material in accordance with the Lead Institution’s or Collaborating Institution’s (as applicable) established safeguards.

* 1. Genetic Manipulation

All work involving recombinant nucleic acids must conform to the requirements set out in the *Gene Technology Act 2000* (Cth) as amended from time to time.

If the Project or a Research Workstream involves the preparation and/or use of recombinant nucleic acids constructed *in vitro* from sources that do not ordinarily recombine genetic information, the Lead Institution must obtain, or procure the relevant Collaborating Institution obtains, approval in writing from the Lead Institution’s or Collaborating Institution’s (as applicable) Biosafety Committee.

If the Project or a Research Workstream involves or concerns the use of recombinant DNA techniques on animals or humans then, before the proposed research commences, the Lead Institution must ensure that the research has been approved by the relevant Ethics or Biosafety Committee of the Lead Institution or Collaborating Institution (as applicable). The Lead Institution must retain, or ensure the relevant Collaborating Institution retains, all certificates of approval relating to the Project and the Research Workstream and will provide such evidence to the Commonwealth if required to do so.

1. Part II – Statements of Compliance

The Lead Institution must ensure that research under the Project in Australia is conducted in accordance with the principles outlined in the following guidelines, codes and statements (and any replacement versions):

* + 1. ***National Statement on Ethical*** ***Conduct in Human Research*** (NHMRC, 2023)
    2. Australian Code for the Responsible Conduct of Research (2018)
    3. *Australian code of practice for the care and use of animals for scientific purposes* (NHMRC, 2013, updated 2021)
    4. *National Principles of* *Intellectual Property Management for Publicly Funded Research;*
    5. *Principles and* *guidelines for the care and use of non-human primates for scientific purposes;*
    6. *Values and Ethics -* *Guidelines for Ethical* *Conduct in Aboriginal and Torres Strait Islander Health Research* (NHMRC, 2003)
    7. *Ethical* *guidelines on the use of assisted reproductive technology in clinical practice and research* (NHMRC, 2017, updated 2023)
    8. *Guidelines for Genetic Registers and Associated Genetic Material (**NHMRC, 1999)*
    9. Guidelines issued under section 95 of the *Privacy Act 1988 (Cth)*
    10. **Guidelines approved under section 95A o***f the* *Privacy Act 1988 (Cth)*
    11. *National Safety and Quality Health Service (NSQHS) Standards*
    12. *National Clinical Trials Framework*
    13. principles outlined in the*Gene Technology Act 2000 (Cth)*.

Attachment 1

Grant Application

Signing page

Executed as an agreement

|  |  |
| --- | --- |
|  | Signed by  **National Breast Cancer Foundation**  by |
| *sign here* ► |  |
|  | Company Secretary / Director |
| *print name* |  |
| *Date* |  |
| *sign here* ► |  |
|  | Director |
| *print name* |  |
| *Date* |  |

|  |  |
| --- | --- |
|  | |
|  | Signed for  **«Administering\_Institution»**  by [insert]  [***Drafting*** ***Note: form of execution block to be confirmed***] |
| sign here ► |  |
|  |  |
| print name |  |
| print title |  |
| Date |  |
|  | In the presence of |
| sign here ► |  |
|  | Witness |
| print name |  |
| Date |  |