



# CSL FELLOWSHIP Terms and Conditions

The objective of the CSL Centenary Fellowships is to foster and support high quality research in Australia. CSL's intention, in awarding these Fellowships, is to assist outstanding Australian researchers to undertake research in Australia, at an Australian academic institution. CSL is not seeking, through the Fellowships, to obtain any pre-emptive or automatic right to commercialise any intellectual property that might arise from the funded research; similarly CSL does not wish to fund research which is pre-emptively licensed to other commercial organisations. The terms and conditions that follow set out the basis on which CSL will support the Fellowship but do not deal with commercialisation of the outcomes of the research project, which CSL considers to be outside the scope of the Fellowship program and a matter for the Fellow and his/her host institution.

Please read these standard terms and conditions carefully. These standard terms and conditions incorporate and should be read together with, each of the Funding Agreements ("**Funding Agreements**"). On execution of a separate Funding Agreement, the terms of these standard terms and conditions, will become binding on you and together with the Funding Agreement and the Application Material as submitted or modified between the parties by agreement, will govern the relationship between us, and the relevant project.

## 1 Introduction and definitions

**1.1 Parties:** These standard terms and conditions (referred to within this document as "Standard Terms") apply to

- (i) CSL Innovation Pty Ltd (referred to in this document as "CSL", "we", "our" or "us"),
- (ii) the Fellow selected by CSL following the application process and as named in the Funding Agreement.
- (iii) the university or research institution named in the application and Funding Agreement (referred to in this document as "Grant Recipient"), which is the employer or otherwise of the Fellow and will receive the funds for the purpose of the Fellowship for the period set out in the Funding Agreement.

If the context requires each of the Grant Recipient and Fellow may be referred to as "You" or "Your" and each of the Grant Recipient, Fellow and/or CSL may each be referred to as a "party" or referred to together as the "parties".

**1.2 Definitions:** In these Standard Terms:

- (i) "Confidential Information" of a party means all information of that party which is by its nature confidential, is designated by that party as confidential or which another party knows or reasonably ought to know is confidential and can include intellectual property including New IP as defined below.
- (ii) "Fellowship" means the grant to fund a Project, awarded to a researcher as selected and confirmed by CSL in accordance with the application material and the Funding Agreement signed between the relevant parties.
- (iii) "Funding Agreement" means the document entitled "CSL Fellowship Funding Agreement" that sets out the specific terms, conditions and details of a Fellowship and that may include objectives, timelines, funding, obligations and other information relating to the implementation, running and evaluation of that Fellowship and the research project being funded.

- (iv) “Project” means the research project, program, to be conducted by the Fellow as described in the application and Funding Agreement and funded or resourced by CSL (whether in whole or in part); and
- (v) “Relationship Manager” means the person identified as such in the Funding Agreement or as otherwise notified to the other party from time to time.

## 2 Special conditions and the application and duration of these Standard Terms

- 2.1 **Standard Terms part of Funding Agreement:** These Standard Terms are part of, and should always be read together with, each Funding Agreement.
- 2.2 **Start Date:** These Standard Terms commence on the date the Funding Agreement has been signed by all parties or, if the Funding Agreement specifies a different date, on that date.
- 2.3 **End date:** Except for those terms and conditions that, by their nature, continue after the Funding Agreement ends, these Standard Terms stop applying with respect to a particular Funding Agreement when that Funding Agreement ends.
- 2.4 **Special conditions:** Each party must comply with any special conditions set out in the relevant Funding Agreement.
- 2.5 **Differences between the Standard Terms and the Funding Agreement:** Sometimes the terms and conditions of the Funding Agreement will be different from these Standard Terms. If so, these Standard Terms will apply to the extent of any inconsistency, unless the Funding Agreement specifically states otherwise.

## 3 Performance of obligations

- 3.1 **Standard of performance:** Each party agrees to perform its obligations under these Standard Terms and each Funding Agreement in accordance with the law, with care and skill and to the best of its ability. The Grant Recipient and Fellow specifically agree to comply with all necessary and appropriate ethical rules, research standards or guidelines and medical standards, processes or requirements as appropriate for the Project described in the Funding Agreement.
- 3.2 **Time:** Each party agrees to:
  - (i) Perform its obligations under these Standard Terms and each Funding Agreement in a diligent, efficient and timely manner; and
  - (ii) Follow any Project timeline and meet any of its designated targets and deadlines that may be described in the Funding Agreement.
- 3.3 **Objectives and outcomes: You must** strive at all times and in good faith to meet any objectives or outcomes described in the Funding Agreement.
- 3.4 You will ensure that you perform all activities under or in connection with the Project in compliance with the principles set out in CSL’s Code of Responsible Business Practice, a copy of which can be viewed and is available on the CSL internet site at <https://corporateresponsibility.csl.com/>, and CSL’s Anti-Bribery and Anti-Corruption Policy, a copy of which can be viewed and is available on the CSL internet site at <https://www.csl.com/>

</media/csl/documents/csl-governance-docs/anti-bribery-and-corruption.pdf?la=en-us&hash=E398BD9070C181919D20A8C1DD9773F47552C0B7>.

## 4 Reports, meetings and inspections

- 4.1 Reports:** You agree to keep us informed of the progress of each Project on a periodic basis but as a minimum once yearly, unless otherwise required by us and to provide us with any report (including any financial report and or acquittal report) described in the Funding Agreement by the times and in the format specified.
- 4.2 Meetings:** The parties will meet as specified within the Funding Agreement and at any other time as may be reasonably requested by us. Unless otherwise agreed, all meetings will be held at the address or by the method specified in the relevant Funding Agreement. The Fellow agrees to participate in meetings as requested by CSL upon reasonable notice so as to allow the parties to discuss and exchange any relevant scientific or industry development or matter.
- 4.3 Inspections:** You agree to allow us to inspect your premises and inspect any books, accounts and records but only:
- (i) If the inspection is connected with compliance to these Standard Terms or the Funding Agreement;
  - (ii) Upon reasonable notice and within usual working hours; and
  - (iii) so long as such inspection will not breach your confidentiality or privacy obligations.

## 5 Employment

- 5.1 Introduction:** The parties agree that the granting of the Fellowship does not create any relationship of employment, consultancy partnership or otherwise between the Fellow and CSL.
- 5.2 Employment Relationship and Obligations:** The Grant Recipient and the Fellow agree and acknowledge that it is a term of the Fellowship that they maintain an appropriate employment or other contractual arrangement in place for the entirety of the Fellowship period as set out in the Funding Agreement. The Grant Recipient and the Fellow warrant that they will perform all legal obligations that they owe to each other whether at law or pursuant to their agreement as a consequence of the employment (or other) relationship.
- 5.3 Leave of the Fellow:** In its sole discretion CSL may agree to suspend the funding arrangements for a specific period for the purpose of accommodating any leave to be taken by the Fellow as approved by the Grant Recipient including but not limited to parental leave, carers or sick leave. The details of any proposed leave are to be provided to CSL as soon as practicably possible. Should CSL in its discretion agree to suspend the Fellowship for that period of leave the parties will amend the Funding Agreement to record the revised arrangements as agreed.
- 5.4 Notice:** The Grant Recipient and Fellow shall give notice upon any termination or suspension or interruption to the employment contract of the Fellow by the Grant Recipient. Such notice must be given as soon as possible as the parties become aware of the relevant termination or suspension or interruption to the employment contract including provisions of details.

## 6 Funding

- 6.1 Introduction:** The amount of the Fellowship is as set out in the Funding Agreement however when, and for what purpose the funds are provided will depend on the nature of the Project.

Each Funding Agreement will provide more detail of the funding payments for each year and will take into account the budget provided as part of the application. However CSL may require amendments to that budget which will be agreed with the Fellow and Grant Recipient and recorded in the Funding Agreement.

- 6.2 Payment of funds:** Subject to clause 10.2, each party agrees to pay the funds it has committed to a Project in accordance with the arrangements described in the Funding Agreement or as otherwise agreed by the parties.
- 6.3 Use of funds:** You must, and must ensure that those working with and for you:
- (i) Use any funds received in connection with a Project in accordance with these Standard Terms and any corresponding Funding Agreement which may include a specific budget, timeline and/or targets; and
  - (ii) Do not lose, steal or misappropriate any funds received in connection with any Project or otherwise use such funds in a fraudulent or unlawful way.
- 6.4 Withholding and stopping funding:** We may withhold or stop any or all of the funding we have agreed to commit to the Project if you do not carry out your obligations in accordance with these Standard Terms or a relevant Funding Agreement. You acknowledge that the Project will involve multiple payments. You agree that failure to comply with these Standard Terms or the Funding Agreement may result in us withholding or stopping one or more payments or withdrawing the funding altogether.
- 6.5 Repaying the funding:** You agree to repay the funding (or the relevant part of it) if we overpay you or pay you an amount you are not entitled to, if you fail to use the funding provided in the way required under the corresponding Funding Agreement or if you spend an amount in a way inconsistent with or in contravention of these Standard Terms or the terms of the Funding Agreement under which the funds were provided. You agree to repay any amount within 14 days after you have been notified and that we may charge interest on any amount that is outstanding for more than 14 days calculated at 5% on a daily compound basis. We may recover the amount and any interest as a debt due to us including by deducting it from amounts we are yet to pay under a current or future Funding Agreement.
- 6.6 Conflict:** You agree to promptly notify us of any conflict that arises, or could arise, between
- (i) the Grant Recipient and the Fellow under their contract or employment arrangements; or
  - (ii) either of you and your obligations under any arrangement with any third party and your obligations under these Standard Terms or the Funding Agreement.
- 6.7** You confirm that, as at the Start Date, no part of the Project is currently funded or financed by a government or other third party in any manner. If, during the course of the Project, You reach agreement with any government or third party to receive funding or finance for any part of the Project, You must immediately inform Us and We may terminate the Funding Agreement pursuant to clause 16.5;
- 6.8 Duty to Account:** We may request that you account for any funds you receive from us in connection with the Project or one or more elements of the Project by, for instance, providing

receipts and invoices relating to the use of the Funds. If we do ask you to account, you will do so in accordance with any request.

## **7 Support and resources**

**7.1 Introduction:** The type and amount of non-monetary support and resources each party is to contribute to a Project if any including any other researchers, facilities or plant etc will be set out in the Funding Agreement.

**7.2 Use of resources:** You must, and must ensure that those working with and for you:

- (i) Use any property or other resources received in connection with a Project in accordance with these Standard Terms and the corresponding Funding Agreement; and
- (ii) Do not lose, steal, damage or misuse any property or other resources received in connection with any Project or otherwise use such property or other resources in a fraudulent or unlawful way.

## **8 Working with children and Vulnerable People**

**8.1 Vulnerable person:** For the purpose of this clause, "Vulnerable Person" means:

- (i) An individual under the age of 18; or
- (ii) An individual aged 18 years and above who is or may be, unable to take care of themselves or is unable to protect themselves against harm or exploitation for any reason, for instance, because of that person's illness, trauma or disability.

**8.2 Obligations:** You must, and must ensure that all those working with and for you (including each of your officers, employees, contractors and volunteers) and who are involved in working with or contacting Vulnerable Persons in connection with a Project:

- (i) Undertake all applicable checks including a criminal record check where required;
- (ii) Are not prohibited by any Commonwealth, State or Territory law from being engaged in a capacity where they may have contact with Vulnerable Persons;
- (iii) Comply with all applicable laws; and
- (iv) Comply with any specific obligations and requirements relating to working with and contacting Vulnerable Persons described in the relevant Funding Agreement.

## **9 Review and evaluation**

**9.1 Acknowledgements:** You acknowledge that:

- (i) Projects often require, or benefit from, evaluation and review; and
- (ii) The funding provided to a Project may sometimes be subject to certain terms and conditions relating to the evaluation and review of a Project;

**9.2 Review and evaluation:** You agree that any Project may be reviewed or evaluated:

- (i) In accordance with the Funding Agreement; or
- (ii) If we have reason to believe that you are not reasonably pursuing the Project in accordance with these terms and conditions and the Funding Agreement;

- (iii) Even if the Project has been completed or has otherwise ended.

## 10 Fees, Funding and GST

- 10.1 Fees:** Each party agrees to pay any fees owing to the other party within 30 days after receipt of a valid tax invoice from that party.
- 10.2 Funding:** Subject to clause 6 in these Standard Terms, and subject to the terms of the Funding Agreement, We will pay to the Grant Recipient the agreed funding amounts within 14 days after the receipt of a valid tax invoice.
- 10.3 GST:** Any consideration or amount payable in connection with these Standard Terms or the Funding Agreement including any non-monetary consideration (**Consideration**) is exclusive of GST.

If GST is or becomes payable on a Supply (as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended)) made under or in connection with these Standard Terms or the Funding Agreement, the party providing the Consideration for that Supply must pay an additional amount to the party making that Supply (**Supplier**) equal to the amount of GST payable on that Supply as calculated by the Supplier in accordance with the GST Law (**Additional Amount**). The Additional Amount is payable on receipt of a valid tax invoice which includes the Additional Amount and will be paid at the same time and in the same manner as the Consideration for the Supply.

## 11 Acknowledgement of support, use of brand and announcements

- 11.1 Our support and branding:** If you wish to use our name, logo or other branding or acknowledge our involvement in a Project, or if we require this of you, you agree to follow the terms of the relevant Funding Agreement and any brand guidelines we may provide you from time to time. You may use our name, logo and other branding in other ways but only after first obtaining our written approval.
- 11.2 Your support and branding:** If we wish to use your name, logo or other branding or acknowledge your involvement in a Project, receipt of a Fellowship and/or to promote the Fellowship or Project, we agree to follow the terms of the relevant Funding Agreement and any brand guidelines you may provide us from time to time. We may use your name, logo and other branding in other ways but only after first obtaining your written approval.
- 11.3** You must not without our prior written consent enter into any agreement with any related party or third party in connection with the Project or part of the Project that would in any way create rights in favour of that third party or related over the New IP or create any license in or grant any commercial rights in, including any pre-emptive rights with respect to, the Project for the term specified in the Funding Agreement
- 11.4 Announcements and releases:** You must not make press or other announcements or releases relating to a Project or the Funding Agreement without our prior approval unless the announcement or release is permitted under the corresponding Funding Agreement or is required by law.
- 11.5 Publicity:** You must provide to us any reasonable assistance that we have requested from you in connection with publicity of the CSL Fellowship as granted to you.

## 12 Intellectual Property

- 12.1 Intellectual property provided by us:** We retain ownership over any pre-existing documents and other materials that we contribute to a Project (referred to as “**CSL IP**”). You may use





CSL IP for your own internal purposes, as may be described in the Funding Agreement and as otherwise agreed by us first in writing.

**12.2 Intellectual property provided by you:** You retain ownership over any pre-existing documents or other materials you contribute to a Project (referred to as “**Grant Recipient or Fellow IP**”). You agree we may use the Grant Recipient or Fellow IP for our own internal purposes, as may be described in an applicable Funding Agreement and as otherwise agreed by you first in writing.

**12.3 New intellectual property:** Any intellectual property resulting from a Project (referred to as “**New IP**”) will be owned by the Grant Recipient and/or the Fellow as the case may be unless otherwise stated in the Funding Agreement. The ownership of New IP is a matter that must be resolved between the Grant Recipient and Fellow as part of the application and will be noted in the Funding Agreement.

**12.4 Obligation to make New IP available where Fellow’s employment terminated:** If during the period of the Fellowship the employment or engagement of the Fellow by the Grant Recipient is terminated, then unless otherwise provided for in the Funding Agreement, the Grant Recipient agrees to take all necessary steps in relation to New IP to enable the objectives of the relevant Fellowship to be met during the period of that Fellowship as set out in the Funding Agreement, including potentially licensing or assigning New IP to another Grant Recipient in circumstances contemplated by clause 16.8.

**12.5 Third party intellectual property rights:** Each party agrees to reimburse the other party for any loss or damage that other party incurs because of a legitimate claim by a third party that the use of CSL IP or Grant Recipient IP (as the case may be) has breached that third party’s intellectual property rights.

**12.6 Consents:** Each party will, if required under the Funding Agreement, ensure that each contributor to a Project or the materials associated with a Project waives all moral rights or grants any necessary consents that person may have in the Project or the materials associated with a Project in favour of the person or entity stated in the Funding Agreement. .

## **13 Confidentiality and Privacy**

**13.1 Collection and use of confidential information:** Each party must maintain the confidentiality of the terms of each Funding Agreement and the other party’s Confidential Information and must only use such Confidential Information to perform its obligations or exercise its rights under these Standard Terms and any relevant Funding Agreement.

**13.2 Disclosure of Confidential Information:** A party may not disclose the Confidential Information of the other party to any person except:

- (i) To any of its advisors, employees, volunteers, officers, directors and subcontractors requiring that information in connection with these Standard Terms, the Project or the Funding Agreement;
- (ii) With the consent of the Party who supplied the information which consent may be given or withheld in that party’s absolute discretion;
- (iii) Where required by law or a stock exchange or in connection with legal proceedings but only to the extent required;
- (iv) Where the Confidential Information is in the public domain or already known by the recipient without a breach of this paragraph; or

- (v) Where the Confidential Information has been independently created, developed or acquired by the recipient without breach of this paragraph.

**13.3 Confidentiality:** You must, if required under the Funding Agreement or as we may otherwise reasonably require, arrange for your officers, employees, contractors and volunteers engaged in the applicable Project to give written confidential undertakings relating to the use and non-disclosure of any confidential information. **Personal Information:** Each party will ensure that any personal information collected, processed, used, disclosed or transferred in connection with these Standard Terms, the Funding Agreement or a Project is handled in accordance with all relevant privacy legislation.

## 14 Conflicts of interest

You must, and must ensure that all those working with and for you, properly identify, disclose and manage all conflicts of interest that arise in connection with, or in relation to, a Project in accordance with proper governance practices and the law. Any conflict that does, or could, directly affect the outcome or progress of the Project or that could damage our reputation must be notified to us in writing within 5 days after the date you become aware of the conflict.

## 15 Loss, damage and insurance

**15.1 Loss suffered:** Each party (referred to as the “**Offending Party**”) agrees to reimburse the other party for any loss the other party suffers as a direct result of:

- (i) A breach by the Offending Party of its obligations under these Standard Terms or the Funding Agreement; and
- (ii) Personal injury or death of any person caused by the Offending Party or others working with or for it in connection with a Project.

**15.2 Maximum amount of reimbursement:** Unless otherwise specified in the Funding Agreement, the maximum amount payable by any party to any other party for loss arising out of or in connection with a Project is the total amount of the grant for the Fellowship.

**15.3 Insurance:** In addition to any specific insurance requirements that may be required under the Funding Agreement, the Grant Recipient must obtain and maintain all necessary and appropriate insurances for each Project during the term of the Funding Agreement and for a period of 12 months after the expiry or termination of that Funding Agreement. The Grant Recipient agrees to promptly provide us with evidence of the currency of that insurance upon request.

**15.4 Indemnity:** Each of the Grant Recipient and the Fellow will indemnify and hold CSL harmless with respect to any claim brought by one or both of them against each other or from any claim by a third party in any way connected with the Project including but not limited to:

- (i) any employment or contract dispute; and
- (ii) any dispute regarding rights to or use of intellectual property.



## 16 Term and termination

**16.1 Introduction:** Clause 2 of these Standard Terms provides that these Standard Terms continue to apply for so long as one or more Funding Agreements are in operation. As such it is important to understand when the Funding Agreement starts and ends.

**16.2 Start date:** The Funding Agreement starts on the date that Funding Agreement has been signed by both parties or, if the Funding Agreement specifies a different date, on that date.

**16.3 End date:** the Funding Agreement terminates on the earlier of:

- (i) The date on which the Project to which that Funding Agreement relates has been completed and
- (ii) The date on which that Funding Agreement is terminated in accordance with clause 16.4 or 16.5.

**16.4 Termination of the Funding Agreement immediately:** A party may terminate the Funding Agreement immediately upon notice in writing to the other party if that other party:

- (i) Breaches a material term of the Funding Agreement or these Standard Terms and does not remedy the breach within 14 days of receipt of a notice specifying the breach and requiring it to be remedied; or
- (ii) Becomes or resolves to become subject to any form of insolvency, administration, receivership, liquidation, bankruptcy or similar.

**16.5 Termination of the Funding Agreement with notice:** We may terminate the Funding Agreement by giving you at least seven days' notice if:

- (i) the Fellow ceases to be an employee, consultant or contractor of the Grant Recipient;
- (ii) there has been a misuse of funds;
- (iii) where the funds have been wilfully misapplied (including through inaction or failure to work on the project by the Fellow);
- (iv) You do not complete the Project by the completion date specified in that Funding Agreement or such later date as agreed between the parties;
- (v) You damage our reputation or, in our reasonable opinion, the continuation of the Project or our continued association with you is likely to damage our reputation; or
- (vi) during the course of the Project, You receive funding or finance from a government or other third party, or reach agreement with them for such funding or finance, for any part of the Project.

**16.6 Effect of Termination:** Should the Funding Agreement be terminated for any reason any unused monies held by the Grant Recipient for that Period shall be returned to CSL and the

parties will attend to all other necessary steps for the transition and/or wind-down including the matters below.

**16.7 Transition and wind-down:** The Relationship Managers agree to meet as soon as practicable after the parties become aware that a Project is to be terminated for the purpose of:

- (i) Devising an appropriate exit strategy for the Project which may include the transition to another organisation; and
- (ii) Minimising, so far as is possible, the effect that the termination may have on each party and any end user or recipient of goods, services under that Project.

**16.8 Assistance with transition:** If a Project is, or is to be, terminated, we may at CSL's sole discretion agree to another organisation acting as Grant Recipient for the purpose of the Fellowship so as to continue that Project as the sponsoring employer/principal of the Fellow. If we do, each party will provide reasonable assistance with the transition of the Project even if such assistance is required beyond the date on which the relevant Funding Agreement is terminated, including:

- (i) transferring by way of assignment any New IP to that organisation; and
- (ii) providing that organisation with a worldwide, royalty-free, irrevocable, perpetual, non-exclusive license to use all Grant Recipient IP necessary for that organisation to properly continue that Project.

**16.9 Return or destruction of Confidential Information:** Upon termination or expiry of the Funding Agreement, each party must promptly return the Confidential Information of the other party relating to that Funding Agreement or, if directed to do so by the other party, destroy it.

**16.10 Return of Property:** As soon as practicable after the Funding Agreement has expired or been terminated you must, and must ensure that those working with and for you, return any CSL property to us unless we decide otherwise and notify you in writing of such decision.

**16.11 Survival:** all Terms of the Standard Terms and each Funding Agreement that by their nature are intended to survive termination will survive termination.

## 17 Changes to Projects

**17.1 Introduction:** Without limiting the parties rights under clause 16 each party understands and acknowledges that:

- (i) Things can happen from time to time that will, or could, delay or stop a Project, result in the change to the scope or nature of a Project or result in a Project no longer being possible at all (referred to as "Project Change"); and
- (ii) Some Projects have been resourced for a specific purpose and that changes to a Project may not always be possible or desirable.

**17.2 Project Change:** You must let us know of any circumstances that have, or could, result in a Project Change as soon as practicable, but no more than 7 days, after you become aware of such circumstances. Notification of a Project Change should consider, among other things:

- (i) The details of, and reasons for, a Project Change;
- (ii) What effect, if any, a Project Change could have on the future of the Project or other Projects;

- (iii) Strategies on how to remove or limit any negative effect of a Project Change;
- (iv) If relevant, a proposed new completion date for the Project or Projects; and
- (v) Any relevant details as to how the Project Change has impacted the ability to continue in accordance with the terms of the Funding Agreement .

**17.3** Upon receiving the Notification of a Project Change we will consider that notice and meet with you within a reasonable time following the notice but within 14 days of the notice to discuss any queries or issues we may have. CSL may agree at its sole discretion to continue with the Project subject to any revisions, new requirements and or conditions or variations to the Funding Agreement that CSL should require.

## **18 Managing disputes**

**18.1 Resolution through relationship manager:** Where possible, a dispute arising in relation to these Standard Terms or the Funding Agreement, should be resolved between the most relevant Relationship Managers of each party.

**18.2 Notice of dispute:** If a dispute arises in relation to these Standard Terms or the Funding Agreement, and it is not possible for the dispute to be resolved by the Relationship Managers, the party claiming that a dispute has arisen must give written notice to the other party indicating the nature of the dispute (referred to as a “**Dispute Notice**”).

**18.3 Resolving the dispute:** A senior representative of each party must meet and attempt to resolve the dispute within 15 business days after receipt of the Dispute Notice. If within a further 15 business days the parties are unable to resolve the dispute, the Chief Scientific Officer of CSL together with the Chief Executive Officer or equivalent of the Grant Recipient and the Fellow must meet and attempt to resolve the dispute. If a dispute does not involve one of the parties then only the parties to the Dispute Notice are required to participate in the resolution process save that reasonable notice and details of the matter must be provided to the other party as required.

**18.4 Dispute not resolved:** If, within 30 business days after receipt of the Dispute Notice, the parties are unable to resolve the dispute, the parties may take whatever action they consider necessary to resolve the dispute.

**18.5 Injunctive relief:** Nothing in this clause prevents a party from issuing proceedings seeking urgent injunctive relief.

## **19 General**

**19.1** Each Funding Agreement, together with these Standard Terms, is governed by the laws of the State of Victoria and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that State.

**19.2** Together, with the terms of the Funding Agreement, these terms supersede all previous agreements about their subject matter and embody the entire agreement between the parties. Neither party will be liable for any failure to perform its obligations under these terms where

that performance is delayed, prevented, restricted or interfered with for any reason outside that party's control.

- 19.3** No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these terms.
- 19.4** The rights of a party under these terms are in addition to and do not exclude or limit any other rights or remedies provided by law.
- 19.5** If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- 19.6** No, amendment or addition to these Standard Terms or the Funding Agreement is binding unless in writing and signed by an authorised representative of each party.
- 19.7 **Assignment and subcontracting:**** Unless specified in the Funding Agreement, no party can assign, subcontract or novate its rights or liabilities under these Standard Terms or the Funding Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 19.8 **Legal Relationship:**** Except as expressly provided in these Standard Terms or the Funding Agreement:
- (i) Nothing in these Standard Terms or the Funding Agreement is intended to constitute a fiduciary relationship or an agency, partnership or trust; and
  - (ii) No party has authority to bind any other party.
- 19.9 **Notices:**** Any written notice given in connection with these Standard Terms or the Funding Agreement must be given by emailing the notice to the email address of the other party set out in the Funding Agreement.
- 19.10 **Counterparts:**** These Standard Terms and the Funding Agreement may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.
- 19.11 **Interpretation:**** Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings. A monetary amount is in Australian dollars. Phrases such as "for example", "for instance" and "such as" are not, and should not be interpreted to be, words of limitation unless the context otherwise requires.