

**QUEENSLAND PUBLIC SECTOR HEALTH SYSTEM MULTI-SITE RESEARCH  
COLLABORATION AGREEMENT STANDARD TERMS**

**1. DEFINITIONS AND INTERPRETATION**

- (a) In these Standard Terms, the terms set out in **clause 19(a)** have the meanings ascribed to them in that clause.
- (b) The Project Agreement will be interpreted in accordance with **clause 19(b)**.

**2. CONDITIONS PRECEDENT TO PROJECT AGREEMENT**

- (a) No third parties are permitted to enter a Project Agreement.
- (b) Clinical Trials must not constitute a Project and must not be the subject of a Project Agreement.

**3. FORMATION OF PROJECT AGREEMENT**

- (a) The Project Agreement:
  - (i) constitutes a separate agreement between the Parties specified in a Project Schedule (the '**Relevant Schedule**'); and
  - (ii) is formed on execution of the Relevant Schedule by the Parties specified in it; and
  - (iii) relates to the Project specified in the Relevant Schedule; and
  - (iv) incorporates:
    - (A) the Standard Terms; and
    - (B) any Special Conditions, which may include variations to the Standard Terms, specified in the Relevant Schedule.
- (b) Promptly upon formation of the Project Agreement, the Coordinating Principal Investigator will cause for a copy to be provided to the relevant Research Governance Officer (RGO).

**4. TERM AND TERMINATION OF PROJECT AGREEMENT**

- (a) The Project Agreement will commence on the Commencement Date and expire on the Completion Date unless terminated earlier in accordance with this Project Agreement.
- (b) A Party to the Project Agreement may terminate another Party's involvement in the Project Agreement with 30 days' prior written notice or such shorter period as is reasonably required in the circumstances, if that other Party is in breach of its obligations under the Project Agreement and fails to remedy such breach where it is capable of remedy within 30 days of a written notice specifying the breach and requiring its remedy.
- (c) A Party may terminate its involvement in the Project Agreement immediately by written notice to the other Parties and without further liability or cost to it if the terminating Party is of the opinion, acting reasonably and in good faith, that:
  - (i) it is, or is reasonably likely to be, wholly or partially precluded from complying with its obligations under the Project Agreement by failure to obtain and maintain the Ethics Approval and other approvals and authorisations in accordance with the REG-HSD;

- (ii) the Project is unlikely to be able to be completed for any reason (including if such inability is caused by the resignation or dismissal of an Investigator or cessation or reduction in Funding);
  - (iii) the Project has become an unproductive line of research; or
  - (iv) the Project is not being conducted safely and Study Participant well-being necessitates the termination of the Project.
- (d) Where a Party terminates the Project Agreement earlier than the Completion Date other than because of **clauses 4 above(b) and (c)** of the Project Agreement, the terminating Party must pay any reasonable, unavoidable and committed costs incurred by the other Parties as provided for by the Project Agreement.
- (e) Where a Party's involvement in the Project Agreement is terminated under this clause:
- (i) if only one Party remains a party to the Project Agreement, the Project Agreement is terminated; or
  - (ii) if more than one Party remain parties to the Project Agreement, the remaining Parties will discuss and, in good faith, elect whether, and on what basis, to keep the Project Agreement in effect between them.
- (f) Termination of the Project Agreement under this **clause 4** will be without prejudice to the rights of a Party accrued prior to termination and any provisions of the Project Agreement which are expressed to survive termination will continue to have full force and effect notwithstanding termination.
- (g) Despite any other provision of this Project Agreement, the licences granted to a Party under **clauses 10 and 11** are revoked with immediate effect if that Party ceases to be a party to this Agreement under **clause 4**.

## 5. PERFORMANCE OF PROJECTS

- (a) The Parties agree that the safety and wellbeing of Study Participants is paramount and nothing in this Project Agreement will require a Party to do anything which would inhibit the care, safety or wellbeing of those Study Participants.
- (b) Each Party to the Project Agreement will:
- (i) perform the Project in compliance with:
    - (A) the REG-HSD, including approvals and authorisations required by it;
    - (B) Applicable Policies;
    - (C) this Project Agreement;
    - (D) the Ethics Approval and Protocol;
 in the above order of precedence;
  - (ii) ensure its Investigators meet regularly with the other Party's Investigators to:
    - (A) discuss the progress and conduct of the Project;
    - (B) ascertain any Improvements to Background IP; or
    - (C) ascertain any proposed or anticipated amendment or variation to the Project Schedule forming the basis of the Project Agreement.
- (c) The timing and agenda for each of the meetings described in **clause 5(b)(ii)** will be by agreement between the Parties, acting reasonably, or, in the absence of agreement, as directed by the Coordinating Principal Investigator.

## 6. FUNDING AND CONTRIBUTIONS

- (a) Each Party to a Funding Agreement will make the Funding available to the other Parties as specified in Project Agreement.
- (b) Each Party receiving Funding will ensure it is spent only on the Project and in accordance with the Funding Agreement as specified in Project Agreement.
- (c) Each Party to the Project Agreement will:
  - (i) co-operate and provide all reasonable assistance to assist each Party to a Funding Agreement to meet their obligations under the Funding Agreement including providing all information that the Party requires for reports required under the Funding Agreement;
  - (ii) keep complete and accurate records and accounts for their conduct of the Project sufficient to provide a complete understanding of all Project IP and expenditure by the Party of the Funding;
- (d) Each Party will make its Contributions to the Project as specified in the Project Agreement.

## 7. CONFIDENTIALITY

- (a) Each Recipient that has received Confidential Information from a Discloser must not, without the prior written approval of the Discloser:
  - (i) make public or disclose to any person, other than to the Recipient's personnel for whom access to such information is necessary for the performance of the Project Agreement, any Confidential Information of the Discloser;
  - (ii) use the Confidential Information of the Discloser other than for the performance of the Project Agreement.
- (b) In giving the written approval, if any, specified in **clause 7(a)**, the Discloser may impose such terms and conditions at its reasonable discretion.
- (c) The obligations of a Recipient in relation to Confidential Information of the Discloser will not be taken to be breached where:
  - (i) Confidential Information is required by law to be disclosed provided that the Recipient promptly provides prior written notice to the Discloser of the proposed disclosure and limits the amount of Confidential Information disclosed to the minimum required to discharge the requirement of law; or
  - (ii) Confidential Information is already in the public domain other than by breach of the Recipient's obligations of confidentiality.
- (d) A Recipient may disclose any Confidential Information to its solicitors, auditors, insurers or accountants, provided that the Recipient ensures that those solicitors, auditors, insurers or accountants to whom Confidential Information is disclosed are subject to no less strict obligations in relation to maintaining the confidentiality of the Confidential Information as the Recipient under the Project Agreement.

## 8. PRIVACY IN, AND TRANSFER OF, STUDY PARTICIPANT DATA AND HUMAN BIOLOGICAL MATERIAL

- (a) For the purposes of this **clause 8**, each of Study Participant Data and Human Biological Material are referred to as '**Items**'.
- (b) Each Collecting Party will collect Items as specified in the Project Agreement and provide it to the Receiving Parties as specified in the Project Agreement.
- (c) Where consent of the Study Participants is required for the collection of Items for the Project, the Collecting Party will:

- (i) provide clear advice to each Study Participant:
    - (A) that the Project is being performed in collaboration with the Parties to the Project Agreement;
    - (B) specifying whether the Items constitutes Personal Information and used or disclosed as such;
    - (C) specifying to which Parties the Items will be disclosed for the Project;
    - (D) specifying whether the Items may be used for any future purpose other than the Project; and
    - (E) that it is at the discretion of the Study Participant as to whether they consent to participate in the Project and provide their Items.
  - (ii) obtain the written express consent of each Study Participant for use and disclosure of the Items for the Project any other future or potential uses or disclosures;
  - (iii) provide each Receiving Party with a copy of the consent if the Collecting Party is disclosing to the Receiving Party Personal Information in Items.
- (d) Each Receiving Party will deal with Personal Information in Items in accordance with:
- (i) the conditions (if any) specified by the Collecting Party in the Project Agreement;
  - (ii) the terms of the applicable approval (if any) under legislation, including the *Hospital and Health Boards Act 2011 (Qld)* and the *Public Health Act 2005 (Qld)*;
  - (iii) the *Information Privacy Act 2009 (Qld)*,
- and:
- (iv) promptly notify the Collecting Party of any breach of any of the above by it or by persons to whom it has disclosed Personal Information in Items of which it becomes aware; and
  - (v) provide reasonable assistance to the Collecting Party to discharge the Collecting Party's obligations in relation to the breach.
- (e) The Parties agree that:
- (i) each Collecting Party provides no warranty or representation in relation to the accuracy, viability or quality of the Items;
  - (ii) the obligation of each Collecting Party to provide the Items is subject to the availability of consenting Study Participants.
- (f) It is the responsibility of the Coordinating Principal Investigator to obtain any Ethical Approval required to use the Items for the Project.
- (g) Where a Collecting Party provides Human Biological Material to a Receiving Party for the Project:
- (i) transport, freight and delivery will be organised by the Party specified in the Project Agreement;
  - (ii) those Parties will bear costs and risk in relation to same as specified in the Project Agreement; and
  - (iii) that Human Biological Material will be provided on the Transfer Date and to the Delivery Address.

## 9. TRANSFER OF NON-HUMAN MATERIAL

- (a) Each Material Provider will provide Non-Human Material as specified in the Project Agreement and provide it to the Material Receivers as specified in the Project Agreement.
- (b) Each Material Receiver will:
  - (i) use the Non-Human Material only for the Project;
  - (ii) not provide the Non-Human Material to any third party unless otherwise specified in the Project Agreement; and not seek:
  - (iii) to reverse engineer or otherwise determine the origin of the Non-Human Material unless otherwise specified in the Project Agreement.
- (c) The Material Receiver agrees that, as between the Parties, there is no transfer of title to, or Intellectual Property in, the Non-Human Material to the Material Receiver other than in accordance with the Project Agreement.
- (d) The Parties agree that:
  - (i) each Material Provider provides no warranty or representation:
    - (A) as to the accuracy, viability or quality of the Non-Human Material; or
    - (B) that the use of the Non-Human Material by the Material Receiver or transfer of the Non-Human Material to the Material Receiver will not infringe the Intellectual Property or other rights of any third party; and
  - (ii) the Non-Human Material is provided on an “as is” basis; and
  - (iii) the obligation of each Material Provider to provide the Non-Human Material is subject to its availability.
- (e) It is the responsibility of the Material Provider to obtain any approvals or authorisations required to provide the Non-Human Material to the Material Receiver for the Project.
- (f) Where a Material Provider provides Non-Human Material to a Material Receiver for the Project:
  - (i) transport, freight and delivery will be organised by the Party specified in the Project Agreement;
  - (ii) those Parties will bear costs and risk in relation to same as specified in the Project Agreement; and
  - (iii) that Non-Human Material will be provided on the Transfer Date and to the Delivery Address.

## 10. BACKGROUND INTELLECTUAL PROPERTY

- (a) Each Party (the ‘**Providing Party**’) grants to the other Parties a non-exclusive, non-transferable, worldwide, royalty-free licence to exercise all rights in the Providing Party’s Background IP:
  - (i) for the Project in accordance with this Project Agreement during the Term; and
  - (ii) during and after the Term:
    - (A) if exercise of the rights in the Project IP is reliant upon the Background IP, to the extent required for each Party to exercise the rights in the Project IP; and
    - (B) for Internal Purposes,unless otherwise specified in the Project Agreement but not for Commercialisation.

- (b) Each Party will:
  - (i) take all reasonable steps to protect, maintain and enforce Background IP provided for the Project;
  - (ii) give the Providing Party prompt notice of any infringement of the Providing Party's Background IP of which it becomes aware; and
  - (iii) give the Providing Party all reasonable assistance to protect the Providing Party's Background IP at the Providing Party's cost.
- (c) Nothing in the Project Agreement alters rights in Background IP, including ownership rights, held by the Providing Party.

## **11. PROJECT INTELLECTUAL PROPERTY OWNERSHIP**

- (a) Project IP will vest immediately upon its creation in the Party or Parties specified as Project IP Owner/s in the Project Agreement, including a Funding Agreement, if any is specified.
- (b) If no Project IP Owner is specified in the Project Agreement, the Project IP Owner will be the Parties to the Project Agreement as tenants in common in shares proportionate to their respective inventive contribution to the development or creation of that Project IP. For clarity, provision of Study Participant Data, Human Biological Material or Non-Human Material does not, of itself, constitute an inventive contribution to Project IP.
- (c) Each Project IP Owner grants to the other Parties to the Project Agreement a non-exclusive, non-transferable, royalty-free, worldwide licence to exercise all rights in the Project IP for:
  - (i) for the Project in accordance with this Project Agreement during the Term; and
  - (ii) for Internal Purposes during and after the Term,unless otherwise specified in the Project Agreement but not for Commercialisation.
- (d) Each Party will enter into all agreements with all relevant personnel required to ensure the terms of this clause are given full effect and, to the extent necessary, each Party agrees to do all things and sign all documents necessary to give effect to this clause.

## **12. MORAL RIGHTS**

Unless otherwise agreed between the Parties or specified in the Project Agreement as a requirement of a Funding Agreement, the Parties will respect the Moral Rights of authors of Background IP and Project IP.

## **13. PROJECT INTELLECTUAL PROPERTY PROTECTION AND REGISTRATION**

### Registration

- (a) A Project IP Owner may at any time give notice to the other Project IP Owners that it intends to register rights in Project IP.
- (b) Within two (2) months of giving notice under **clause 13(a)**:
  - (i) the Project IP Owners will agree to terms of IP protection, including division of costs of obtaining such IP protection and the scope of proposed registration of Project IP; and
  - (ii) a Project IP Owner will not unreasonably withhold its agreement under this clause.
- (c) All Project IP rights will be registered in the names of all the Project IP Owners, unless otherwise agreed in writing by those Parties.

## Protection

- (d) If a Project IP Owner (the '**Initiating Owner**') wishes to commence any proceeding in respect of infringement or registration of the Project IP against a third party:
  - (i) the Initiating Owner will give reasonable notice to the other Project IP Owners (each an '**Notified Owner**') of the same and will not take further action in the matter unless it receives the consent of the Notified Owners; and
  - (ii) each Notified Owner will not unreasonably withhold its consent, which may be conditional, to commencement of those proceedings.
- (e) A Notified Owner (the '**Surrendering Party**') may within a reasonable period from receiving the notice specified in **clause 13(d)(i)** surrender its rights in the Project IP the subject of **clause 13(d)** to the other Project IP Owners in equal shares to avoid being joined to potential proceedings initiated under **clause 13(d)**, and the Surrendering Party will have no liability to the other Project IP Owners in relation to those proceedings after its surrender of those rights.

## **14. COMMERCIALISATION OF PROJECT INTELLECTUAL PROPERTY**

- (a) The Parties will not Commercialise Project IP unless agreed in writing by the Parties.
- (b) If a Party seeks to Commercialise Project IP, it will notify the other Parties and each Party agrees to negotiate in good faith regarding the proposed Commercialisation.

## **15. PUBLICATION**

- (a) Subject to **clauses 7 and 8**, if a Party (the '**Proposer**') wishes to Publish Confidential Information, Study Participant Data, Background IP, Project IP, or information relating to Human Biological Material or Non-Human Material, the Proposer must obtain the prior written consent of all the other Parties (each a '**Reviewer**').
- (b) The Proposer will:
  - (i) submit a draft of the material proposed to be Published (the '**Draft Document**') to each Reviewer at least thirty (30) days prior to the date upon which it is intended the Draft Document be submitted to a Publisher for Publication; and
  - (ii) acknowledge the contributions of the other Parties in the Draft Document Publications in the form agreed between the Parties and in accordance with the then current *Australian Code for the Responsible Conduct of Research*.
- (c) Each Reviewer will, acting reasonably, respond in writing to the Proposer within fourteen (14) days of receiving a request to Publish the Draft Document contemplated by this **clause 15** by:
  - (i) providing its consent to Publish the Draft Document; or
  - (ii) either or both of:
    - (A) requesting reasonable amendments to the Draft Document; and
    - (B) requesting a delay of no greater than three (3) months in submission of the Draft Document to the Publisher so as not to prejudice protection of Intellectual Property in accordance with the Project Agreement.
- (d) If material amendments are made to the Draft Document that should reasonably be submitted to the Reviewers for review in accordance with the process in **clause 15(c)**, the Proposer will submit the amended Draft Document to the Reviewers for review in accordance with the process in **clause 15(c)** and this **clause 15(d)**.

- (e) If the Proposer has not received a response from each of the Reviewers within the period specified in **clause 15(c)**, it may assume the consent specified in **clause 15(c)** has been granted by each Reviewer.

## 16. LIABILITY AND INDEMNITY

Each Party:

- (a) is liable for its own acts and omissions in relation to the conduct of a Project and the performance of the Project Agreement; and
- (b) does not indemnify any other Party in relation to the Project Agreement, unless otherwise specified in Special Conditions.

## 17. NOTICES

- (a) The addresses of the Parties for the giving of notice, consent, approval or other communication (each a **'Notice'**) under the Project Agreement are specified in the Project Schedule to the Project Agreement and will be:
  - (i) delivered to the Party's physical address;
  - (ii) sent by pre-paid mail to the Party's address; or
  - (iii) sent by fax or email to the Party's fax or email address respectively.
- (b) A Notice given in accordance with this clause is deemed delivered:
  - (i) if delivered to a Party's physical address, on the day of delivery if that day is not a Saturday, Sunday, gazetted public holiday, or after 5pm in the place of delivery (a **'Business Day'**) otherwise on the next Business Day;
  - (ii) if sent by pre-paid mail, on the third Business Day after posting;
  - (iii) if sent by fax, upon confirmation of transmission by the recipient Party's fax machine; or
  - (iv) if sent by email, upon delivery of the Notice to the recipient's email server.

## 18. GENERAL

- (a) The Parties agree that termination of the Project Agreement will not affect any clause of the Project Agreement which is expressly or by implication intended to come into force or continue on or after the termination including this clause and **clauses 1, 2(b), 3(a), 4(d), (f) and (g), and 7 to 17**.
- (b) Each Party is responsible for its own costs of entering into and performing the Project Agreement, unless specifically stated in the Project Agreement.
- (c) Each Party will do anything (including executing any document and performing any act) reasonably required of it to give full effect to the Project Agreement.
- (d) The Project Agreement may be executed in any number of counterparts, including by exchange of facsimile or electronic copy by email or fax. All counterparts will, taken together, constitute the Project Agreement.
- (e) No variations to the Project Agreement is legally binding on any Party unless in writing signed by the Parties.
- (f) Unless otherwise specified in the Project Agreement, a Party will not sub-contract, assign or novate its rights or obligations under the Project Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld.
- (g) The obligations and liabilities of the Parties under the Project Agreement are several and not joint or joint and several unless specified otherwise in Special Conditions.



- (h) Nothing in the Project Agreement creates a relationship of employer and employee, principal and agent, joint venture or partnership between the Parties and no Party will hold itself out as agent for another.
- (i) If a Party is delayed or prevented from the performance of any act required under the Project Agreement by a Force Majeure Event, the affected Party will promptly notify the other Parties in writing, giving details of the Force Majeure Event, the acts affected by the Force Majeure Event and the extent to which they are affected, and performance of such acts will be excused for the period of such event provided that, if the effect of the Force Majeure Event on the affected Party lasts for any period in excess of thirty (30) days, each Party may, by written notice to the other Parties, terminate the Project Agreement.
- (j) The Project Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

## 19. DEFINITIONS AND INTERPRETATION

- (a) The terms set out in this **clause 19(a)** have the meanings ascribed to them as follows:

**Applicable Policies** means:

- (i) for the Department, the Department's policies and procedures, including whole-of-Government policies and procedures, but excluding the Research Ethics and Governance Health Service Directive (REG-HSD); or
- (ii) for each HHS, that HHS's policies and procedures, including Health Service Directives issued by the Department and whole-of-Government policies and procedures, but excluding the REG-HSD.

**Background IP** of a Party means the Intellectual Property that is made available by that Party for the purposes of the Project that is:

- (i) created before the date of the Project Agreement;
- (ii) created or developed by that Party during the Term independently of the Project;
- (iii) assigned or licensed to that Party during the Term independently of the Project;  
or
- (iv) specified in the Project Agreement as being made available by that Party,

and, unless specified in the Project Agreement as not included, includes any Improvements to any Intellectual Property contemplated in **subclauses (i), (ii), (iii) or (iv)** of this definition but does not include Medical Records or Study Participant Data.

**Collecting Party** means a Party specified in the Project Agreement to collect Study Participant Data or Human Biological Material for the Project.

**Commencement Date** means the date specified as such in the Project Agreement.

**Commercialise** means the provision of rights in Intellectual Property or services including the exploitation of Intellectual Property in exchange for any benefit, whether monetary or otherwise, but excludes Internal Purposes.

**Completion Date** means the date specified as such in the Project Agreement.

**Confidential Information** means information disclosed by or on behalf of the Discloser to the Recipient, or acquired or created by or on behalf of the Recipient in connection with the Project Agreement, whether existing or disclosed to the Recipient before or after execution of the Project Agreement, that:

- (i) is by its nature confidential to the Discloser;
  - (ii) the Discloser designates as confidential; or
  - (iii) the Recipient knows or ought to know is confidential to the Discloser,
- and includes any information produced by the Recipient or any other person derived from or containing any of the Confidential Information, but does not include any information which:
- (iv) is or becomes public other than through breach of a confidentiality obligation; or
  - (v) was:
    - (A) already in the Recipient 's possession before receipt from the Discloser;
    - (B) independently developed by the Recipient; or
    - (C) received by the Recipient from a third party on a non-confidential basis

**Contribution** means the cash and In Kind Contributions of a Party to the Project specified in the Project Agreement.

**Coordinating Principal Investigator** means the Investigator specified in the Project Agreement as responsible for coordinating the Project, including obtaining Ethics Approval.

**Delivery Address** means the address for delivery of Human Biological Material or Non-Human Material to a Party as specified in the Project Agreement.

**Department** means the State of Queensland acting through Queensland Health.

**Discloser** means a Party that discloses Confidential Information to a Recipient.

**Ethics Approval** means the ethics application form submitted for a Project together with the approval of that application and any conditions of approval provided by the HREC.

**Force Majeure Event** means any act of god, act of nature, including any epidemic or outbreak of pandemic disease, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw material, energy or other supplies, labour disputes of whatever nature or whatever reason beyond the control of the affected Party.

**Funding** means the funding which a Party receives towards the conduct of the Project under a Funding Agreement, as specified in the Project Agreement.

**Funding Agreement** means the agreement between a Party and a funding body for the Project, including any application forming the basis for the grant of Funding to a Party that is a Contribution towards the Project.

**HHS** means a Hospital and Health Service (defined as a 'Service') established under the *Hospital and Health Boards Act 2011* (Qld).

**HIRO** means the Health Innovation, Investment and Research Office, Office of the Director-General, in the Department.

**HREC** means the Ethics Committee specified in the Ethics Approval and specified in the Project Agreement.

**Human Biological Material** means physical samples of biological material of a Study Participant provided for the Project of the type described in the Project Agreement, such as tissue, saliva or blood samples, and includes any unmodified material that is propagated from, derived from or based upon that biological material.

**Improvements** mean any improvements, variations, modifications, developments or adaptations made to a Party's Background IP resulting from its use in the Project.

**In Kind Contribution** by a Party to a Project means all Contributions that are not cash, including the following:

- (i) the commercial value of Background IP provided by each Party in the Project;
- (ii) time of personnel;
- (iii) access to equipment and facilities of a Party;
- (iv) supply of consumables and services to the Project by a Party;
- (v) access to Study Participants; or
- (vi) access to Medical Records and Study Participant Data.

**Intellectual Property** or **IP** means all intellectual property rights, including but not limited to:

- (i) trade and service marks (including goodwill in those marks), patents, inventions, discoveries, copyright, rights in circuit layouts, designs, moral rights, domain names, registrable plant varieties, processes, trade secrets and know-how;
- (ii) any application or right to apply for registration of any rights referred to in **subclause (i)** of this definition; and
- (iii) all rights of a similar nature to any of the rights in **subclauses (i) and (ii)** of this definition which may subsist anywhere in the world (including Australia), if such rights are registered or capable of being registered.

**Internal Purposes** means the internal, non-commercial, purposes of a Party that comply with that Party's functions and powers under the *Hospital and Health Boards Act 2011* (Qld), including research.

**Investigators** means the personnel specified in the Project Agreement, or any other person that may be nominated by Party from time to time during the Project.

**Material Provider** means a Party specified in the Project Agreement to provide to a Material Receiver Non-Human Material for the Project.

**Material Receiver** means a Party specified in the Project Agreement to receive from a Material Provider Non-Human Material for the Project.

**Medical Records** means a clinical record or note created by a medical or health professional for inclusion in an official record of treatment of a Study Participant.

**Moral Rights** means as described in Part IX of the *Copyright Act 1968* (Cth) and any analogous rights arising under statute that exist, or may come to exist, anywhere in the world.

**Non-Human Material** means a physical thing or substance, including non-human biological material and any unmodified derivatives and progeny of that material, that is a subject of the Project and specified in the Project Agreement but excludes Human Biological Material.

**Party** means a party, comprising some or all of each HHS and or the Department, specified in the Project Agreement.

**Personal Information** has the meaning given to it in the *Information Privacy Act 2009* (Qld).

**Project** means a collaborative research project, which is not a clinical trial, that is specified in the Relevant Schedule.

**Project Agreement** means the agreement described in **clause 3(a)(i)** for the performance of the Project.

**Project IP** means the Intellectual Property developed by a Party as a direct result of undertaking the Project, but excludes Background IP, Medical Records, and Study Participant Data.

**Project IP Owner** means the Party or Parties who will own Project IP in accordance with **clause 11**.

**Project Schedule** means a document which:

- (i) is in the form of the Project Schedule Template (the '**Template**') set out in the *Site Specific Assessment* policy and procedures referenced in the REG-HSD; and
- (ii) specifies details for a Project, includes responses for each of the variable fields, and includes all attachments described in the Template.

**Protocol** means the research plan or protocol for the Project attached to the Project Agreement.

**Publish** means to disclose in a paper, article, manuscript, report, poster, Internet posting, presentation, abstract, outline, video, instruction material or other public disclosure, in printed, electronic, oral or other form.

**Receiving Party** means a Party specified in the Project Agreement to receive from the Collecting Party Study Participant Data or Human Biological Material for the Project.

**REG-HSD** means the *Research, Ethics and Governance Health Service Directive* applicable to the Parties during the Term.

**Recipient** means a Party that receives Confidential Information from a Discloser.

**Relevant Schedule** has the meaning given to it in **clause 3(a)(i)**.

**Special Conditions** means any changes, or additional clauses, to the Standard Terms set out in the Project Agreement.

**Standard Terms** means these *Queensland Public Sector Health System Multi-Site Research Collaboration Agreement Standard Terms* attached to the REG-HSD.

**Study Participant** means an individual, whether living or deceased, that is directly or indirectly a subject of study in the Project.

**Study Participant Data** means any data or information about a Study Participant provided for the Project of the type described in the Project Agreement.

**Term** means the period specified in **clause 4(a)**.

**Transfer Date** means the date for delivery of Human Biological Material or Non-Human Material to a Party as specified in the Project Agreement.

(b) Except where the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (iii) the meaning of the general words is not limited by specific examples introduced by including, for example or similar expressions;

- (iv) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (v) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (vi) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of the Project Agreement or any part of it; and
- (vii) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.