

Schedule 1 - Activities

1. Projects

1.1 Activities

The Activities of the Collaboration will be determined by the Executive Committee in a manner consistent with the Collaboration Objectives and with any relevant contractual requirements including those contained in any Authorised Agreement. Some of the Activities may be carried out in part through discrete Projects.

1.2 Determined by Executive Committee

Subject to any relevant contractual requirements including those contained in any Authorised Agreement, the Projects to be carried out:

- (a) will be determined from time to time by the Executive Committee; and
- (b) will not commence until all applicable approvals have been obtained from the Executive Committee and (where relevant) applicable ethics committees.

1.3 Project Plan

Unless decided otherwise by the Executive Committee, every Project will have a Project Plan which specifies:

- (a) the Project leader;
- (b) the Project commencement date and completion date;
- (c) the Project objectives;
- (d) the proposed strategy to be followed;
- (e) potential outcomes;
- (f) Project milestones;
- (g) Project deliverables;
- (h) a Project budget;
- (i) contributions to be made by third parties;
- (j) resource requirements, including Contributions, Background IP, Venture Funds;
- (k) student requirements (if any);
- (l) required expenditure on new Assets (if any);
- (m) an analysis of Project risk; and

- (n) an analysis of the likely opportunities for Commercialisation of potential Project outcomes.

1.4 Selection of Project Parties

Subject to this Agreement and any relevant contractual requirements including those contained in any Authorised Agreement, selection of Project Parties to participate in a Project (other than any Projects contained in the ICI Implementation Plan) is a decision for the Executive Committee in its absolute discretion.

Schedule 2 - Parties & Executive Committee

1.1 Parties

- (a) ac3 provides professional management of IT infrastructure for the NSW Government, NSW Universities, and industry, housing this infrastructure in two secure and reliable data centres on the fringe of the Sydney CBD. In relation to Universities, ac3 provides facilities management for two supercomputers, and provides programming support for users of those supercomputers. ac3 also manages the NSW node of the ARCS grid infrastructure used by ARCS, and, with support from NCRIS, provides end user support for nominated research communities.
- (b) ANU is a national education-intensive research institute committed to developing environments which enable researchers to carry out their best work and wishes to participate in the Collaboration for the following reasons - The University recognises ways in which research environments can be strengthened through national coordination arrangements and is practiced in directing resources to that end. The University also recognises the additional value of CoA investment in this area and is entering into this Agreement with the intention of realising that value by making available and by directing CoA investment supported activities to objectives decided under the Agreement;
- (c) CSIRO the Commonwealth Scientific and Industrial Research Organisation, is Australia's national science agency and one of the largest and most diverse research agencies in the world. The National Collaborative Research Infrastructure Strategy (NCRIS) is strongly supported at all levels in CSIRO. The NCRIS 5.16 Platforms for Collaboration Program focuses on enabling collaboration between research institutes in a way that allows for the free exchange of ideas and information and the better utilisation of the capabilities produced in the other NCRIS platforms. CSIRO has welcomed the opportunity to participate in the ARCS joint venture.
- (d) iVEC is increasing Western Australia's innovative capacity and economic development by encouraging and supporting the exploration, evolution and exploitation of advanced computing, large-scale storage, high-speed communications and scientific visualisation via grid technologies and eResearch services. iVEC is entering into the agreement to ensure these technologies and services are developed in such a way that they can interoperate at both national and international levels.
- (e) The mission of eRSA is to enable discovery, innovation and collaboration by providing eResearch facilities, services, training and expertise for South Australian researchers and, in addition, to act as the South Australian participant in national eResearch support activities. It is an unincorporated joint venture of the three South Australian Universities: the University of Adelaide, Flinders University and the University of South Australia
- (f) Since 1994, TPAC and its partners, has a well established tradition of simulating air, oceans, sea-ice and ice sheets, key components of the Earth System. Since this time TPAC (hosted by the University of Tasmania) has extended its activities to provide services for data storage, high performance computing, software and consulting for a range of scientific disciplines. These

services have been further enhanced by building digital repositories for knowledge discovery, Earth Systems. Science models and supporting generic collaboration services as part of larger national activities.

- (g) VPAC is a partnership of Victorian Universities created to facilitate eResearch and High Performance Computing and provides independent expert services, training and support to VPAC Members, Industry and other organisations. VPAC provides professional R&D services in the application of Advanced Computing in the fields of Computational Engineering, Computational Software Development, Geospatial Sciences, Grid Computing and Life Sciences to assist Members, Industry and other organisations to create innovations in research and development.

1.2 Executive Committee

Each of the Parties has nominated:

- (a) the following as its respective initial representatives on the Executive Committee:
 - (i) ac3 - Dr Phillip McCrea;
 - (ii) ANU – Professor Robin Stanton;
 - (iii) CSIRO – Mr Gary Doherty;
 - (iv) iVEC – Professor Andrew Rohl;
 - (v) eRSA – Professor Anthony Williams;
 - (vi) TPAC –Professor Nathan Bindoff; and
 - (vii) VPAC – Professor Bill Appelbe;
- (b) the following member has been nominated by the Affiliates (collectively), (to be appointed)
- (c) Professor Anthony Williams as the Interim Executive Director; and
- (d) the following Independent Members:
 - (i) (to be appointed)
 - (ii) (to be appointed); and
 - (iii) (to be appointed).

Schedule 3 – ICI

1. Collaboration Objectives

1.1 Collaboration Objectives

During the term of the ICI Funding Agreement, in addition to the objectives set out in clause 4.1 of the Collaboration Agreement, the objectives of the Collaboration are to:

- (a) provide access to an interoperation and collaboration infrastructure and to improve access by researchers to digital repositories, scientific instruments, virtual environments, on-line collaborative interaction and seamless resource sharing in accordance with the 'NCRIS Principles' set out in section one of the NCRIS Roadmap;
- (b) expand the facilities, services and user base developed by the APAC Grid Program;
- (c) offer open access to the infrastructure established by the Collaboration to all researchers undertaking research across NCRIS capabilities as well as researchers accessing other affiliated resources;
- (d) under the auspices of AeRIC, operate in a collaborative manner with the other aspects of the NCRIS Programme;
- (e) undertake activities to increase the uptake of facilities comprising the System and therefore e-research; and
- (f) ensure that the Collaboration Agreement and this Schedule are not inconsistent with the ICI Funding Agreement; and
- (g) promote the NCRIS Programme Objectives.

1.2 Collaboration Funds

Money provided by the Commonwealth under the ICI Funding Agreement (and any interest on that money) does not constitute an asset of the Collaboration. Such money is held by the Lead Agent in accordance with the provisions of the ICI Funding Agreement and may only be expended by the Lead Agent in accordance with the ICI Funding Agreement, the Implementation Plan and subsequent annual ICI Business Plans.

2. Major Covenants

2.1 Additional mutual covenants during term of the Collaboration

In addition to the covenants set out in clause 5.1 of the Collaboration Agreement, each Party will during the terms of the ICI Project, carry out its part of the Activities to a high standard, and in doing so, actively promote the NCRIS Program Objectives and raise the profile of the NCRIS Program and further the implementation principles set out in item 1.2 of Attachment A to the ICI Funding Agreement.

2.2 Party promises

In addition to the matters set out in clause 5.1 of the Collaboration Agreement, each Party agrees to:

- (a) provide its contributions to the Collaboration, and to do all things required of it in relation to the Collaboration in accordance with the terms of the Implementation Plan, any applicable Annual Business Plan and any Project Agreement to which it is a party (including Third Party Project Agreements);
- (b) apply the Collaboration Funds and Collaboration Resources only for the purpose of carrying out the Activities in accordance with the Implementation Plan, any applicable Annual Business Plan and any Project Agreement to which it is a party (including Third Party Project Agreements);
- (c) cooperate with the Lead Agent and provide information necessary to enable the Lead Agent to fulfil its obligations to the Commonwealth in accordance with clause 11 of the ICI Funding Agreement; and
- (d) cooperate with the Lead Agent in relation to the Lead Agent's obligations under clause 12 of the ICI Funding Agreement to commission and report on any review, audit, evaluation or survey under that clause.

3. Executive Committee

Any decision, the scope of which includes seeking an amendment or alteration to the terms of the ICI Funding Agreement may only be determined by a 75% vote of the Parties (by number) and the Executive Committee may not make any binding decisions in relation to or connected with any of those issues.

4. Intellectual Property and Projects

4.1 Contribution of Background IP for general Activities

Each Party may make its Background IP available for Activities that relate to purposes not directly related to the conduct of a Project:

- (a) in accordance with this clause 4; or
- (b) on such other terms agreed in writing between the Lead Agent and the Party providing the Background IP.

4.2 Contribution of Background IP to Project

Each Project Party will make its Background IP available to a Project:

- (a) as specified in the applicable Project Agreement for the Project; and

- (b) in accordance with this clause 4 and any written agreement between the Lead Agent acting under the direction of the Executive Committee and the Project Party that offers to provide that Background IP subsequent to the Project Agreement being agreed.

4.3 Warranty

Each Project Party represents and warrants to the other Project Parties that:

- (a) to its actual knowledge or belief it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Project except to the extent:
 - (i) disclosed in the Project Agreement for the Projects; or
 - (ii) in the case of any Background IP not specified in the Project Agreement, notified in writing to the other Project Parties at the time of offering such Background IP; or
- (b) the Party has not entered any agreement regarding, or otherwise dealt with, that Background IP that is inconsistent with the rights granted to the other Project Parties as described in the Project Agreement or this clause 4; and
- (c) it will not enter any agreement in relation to or otherwise deal with that Background IP in a manner that restricts the exercise of the rights granted to the other Project Parties as described in the Project Agreement or this clause 4.

4.4 Licence for Project use

Each Project Party in a Project grants to the other Project Parties an irrevocable, non-exclusive, royalty-free, worldwide licence to use the Project Party's Background IP made available to that Project during the term of the Project for the purposes of carrying out the Project, subject to any restrictions on its use:

- (a) specified in the Project Agreement (including a right to sublicense); or,
- (b) in the case of any Background IP not specified in the Project Agreement, notified in writing to the other Project Parties at the time of offering such Background IP (including a right to sublicense).

4.5 Licence for general use

- (a) If a Party makes available its Background IP in accordance with clause 4.1, that Party grants to the other Parties an irrevocable, non-exclusive, royalty-free, worldwide licence to use the Party's Background IP during the term of ICI Funding Agreement for the purposes of carrying out Activities that relate to purposes not directly related to the conduct of a Project, subject to any restrictions on its use notified to the Lead Agent and the other Parties at the time the Party makes its Background IP available in accordance with clause 4.1.

- (b) Provided that a Constituent Member of a Party enters into a licence agreement with the Lead Agent on terms reasonably acceptable to the Lead Agent (acting on the direction of the Executive Committee), the licence granted to a Party to Background IP pursuant to clause 4.5(a) will be deemed to be granted to the Constituent Member.

4.6 Licence for Commercialisation

- (a) If a Party requires for the purposes of Commercialisation of Project IP a licence to use Background IP that was licensed in accordance with clauses 4.1 or 4.2 such Party will notify the Party that owns the Background IP in writing.
- (b) Subject to any provision of a Project Agreement, out of which Project IP arose, if a Party has received a notice in accordance with clause 4.6(a) such Party will negotiate, in good faith, with the Party issuing the notice as to the terms upon which the Party receiving the notice will allow the Background IP to be used for the purposes of Commercialising the Project IP.

4.7 Acknowledgment

Subject to the rights granted in this clause 4, and any applicable Project Agreement, the Parties acknowledge and agree that a Party retains the right to control and use its Background IP and that ownership of the Background IP does not change. The Background IP owner may continue to use its Background IP freely (provided that the use is not inconsistent with the terms of this Schedule or of any Project Agreement).

4.8 Register

The Lead Agent will maintain a register recording all Background IP provided under this Schedule, including any encumbrances or restrictions on its use specified or notified in accordance with clause 4.4.

4.9 Infringement of Background IP

The Parties agree that they will take all necessary steps to give each other prompt notice of any infringement of Background IP which comes to their attention.

4.10 Ownership of Project IP

Upon its creation, Project IP will be owned as provided in the Project Agreement for the Project out of which the Project IP emerged.

4.11 Default ownership Rules

If the Project Agreement for any Project does not specify, the manner in which Project IP is to be owned:

- (a) the Lead Agent will be the owner of the legal interest in the Project IP;
- (b) the beneficial interest in the Project IP will be owned by the Project Parties as tenants in common in proportion to each Project Party's project share as determined in accordance with clause 4.12; and

- (c) the Lead Agent will hold the legal interest in the Project IP on trust for the Project Parties.

4.12 Determination of Project Share

The project share of a Project Party in a Project is determined in accordance with the following formula:

$$\text{PS} = (\text{PC}/\text{TPC})$$

where:

PS is the project share for a Project Party;

TPC is the total of all Project Parties' Project Contributions (as defined in the relevant Project Agreement) made (not Project Contributions owing nor future Project Contributions promised) up to the most recent 30 June; and

PC means the Project Contributions of a Project Party made (not Project Contributions owing nor future Project Contributions promised) up to the most recent 30 June,

provided that the deemed monetary valuation of non-cash Project Contributions for the purposes of this clause 4.12 is made in accordance with the Valuation Principles.

4.13 Ownership of Non-Project Venture IP

All Non-Project Venture IP will be owned as follows:

- (a) the Lead Agent will be the owner of the legal interest in the Non-Project Venture IP;
- (b) the beneficial interest in the Non-Project Venture IP will be owned by the Parties as tenants in common in proportion to each Party's Collaboration Share; and
- (c) the Lead Agent will hold the legal interest in Non-Project Venture IP on trust for the Parties.

4.14 Vesting of ownership

The Parties will co-operate with each other Party and promptly do all acts and things and execute all documents which may be necessary for the purpose of vesting ownership of the legal and beneficial interest in the Venture IP as required under this Schedule.

4.15 Dealing with Venture IP

Subject to any provision to the contrary in a Project Agreement out of which the Venture IP arose, no Party may Commercialise, deal with, dispose of or encumber any interest which it might hold in Venture IP, without the written consent of the Executive Committee or its delegate.

4.16 Use of Venture IP

Subject to any provision to the contrary in a Project Agreement out of which the

Venture IP arose, a Party wishing to use Venture IP for any purpose, whether for research or otherwise, not authorised under clause 4 will obtain a licence from the Executive Committee or its delegate covering such use. The grant of any such licence will be at the absolute discretion of the Executive Committee or its delegate and will include provisions governing ownership and Commercialisation of further Intellectual Property developed from such use. If the proposed use of Venture IP relates to the Activities then the Executive Committee will not unreasonably withhold its consent to such use.

4.17 Decision to protect

Subject to any provision to the contrary in a Project Agreement out of which the Venture IP arose, the Executive Committee or its delegate will decide whether any outcomes from the Activities warrant pursuing patent protection, or other forms of Intellectual Property protection, and if it does, in which countries protection should be sought.

4.18 Apply for protection

Unless otherwise agreed by the Executive Committee, the Lead Agent is to apply for, maintain and prosecute any form of Intellectual Property protection decided on under clause 4.17 on behalf of the Parties.

4.19 Registration in Lead Agent's name

Subject to any provision to the contrary in a Project Agreement out of which the Venture IP arose, if patenting or other registrable forms of Intellectual Property protection of Venture IP is pursued, such registration:

- (a) is to be in the Lead Agent's name but including a written statement that it is acting on behalf of the Collaboration; and
- (b) where required, will identify:
 - (i) the inventors of the Venture IP; and
 - (ii) the beneficial owners of the Venture IP.

4.20 IP register

The Lead Agent will maintain an IP register recording Venture IP notified to the Lead Agent, containing at least the following details:

- (a) date of entry on register;
- (b) description of Venture IP;
- (c) identity of the inventor and the Party that developed the Venture IP;
- (d) the identity of the beneficial owners of the Venture IP and their respective ownership interests on the date of creation of the relevant IP;
- (e) details of any agreements made by the Lead Agent under the direction of the Executive Committee with Parties or with third parties in relation to disclosure or use of the Venture IP.

4.21 Notice of infringement

The Parties will give the Executive Committee and the Lead Agent prompt notice of any infringement of Venture IP which comes to their attention and each Party agrees to give the Lead Agent all assistance which it may reasonably require in order to protect the Venture IP (but only if the Lead Agent or another Party pays the Party providing the assistance for all reasonable costs and expenses of doing so).

4.22 Costs of protection

Where the Lead Agent has incurred costs while acting in accordance with the directions of the Executive Committee, the Account may be drawn upon by the Lead Agent to meet all costs associated with applying for, maintaining and prosecuting patent or any other form of Intellectual Property protection associated with Venture IP (including any action for infringement of the Venture IP) and the application, maintenance and prosecution of any actions which may be associated with any such Intellectual Property and such drawings will be taken to be expenses incurred in the performance of the Activities.

4.23 Dealing with Venture IP

Each Party:

- (a) will respond to a request from the Executive Committee to provide information in its possession regarding Venture IP that has been developed by the Party or is under development by the Party;
- (b) will use its reasonable efforts to ensure that itself and its employees, agents, contractors, students under their supervision or other persons participating in the Project:
 - (i) identify Venture IP generated or developed by them;
 - (ii) promptly communicate details of:
 - (A) Project IP to the Project Leader; and
 - (B) Non Project Venture IP to the Executive Director; and
 - (iii) not prejudice protection of Venture IP;
- (c) will not use, Commercialise, dispose of, encumber or otherwise deal with or enter any agreement in relation to any interest that it might hold in Venture IP, except as authorised in this Schedule and
- (d) will not seek to revoke any appointment of the Lead Agent as trustee of that Party's interest in the Venture IP except with the written approval of each of the other Parties having a beneficial interest in the relevant Venture IP

4.24 Lead Agent's right to use Venture IP

Provided that it does so under the direction of the Executive Committee, the Lead Agent may at all times:

- (a) Commercialise the Venture IP in accordance with clause 5;

- (b) use the Venture IP for the purposes of the Collaboration (other than Commercialisation); and
- (c) license any Party or any other person to use the Venture IP for the purposes of the Collaboration (other than Commercialisation),

and will not use or license the Venture IP for any other purposes except with the written consent of all Project Parties and the Executive Committee.

4.25 Project Parties' right to use Project IP

Subject to this Schedule and any provision of a Project Agreement out of which the Venture IP arose to the contrary, each Project Party has a non-exclusive royalty-free right to use the Project IP (excluding the right to sublicense):

- (a) for the purpose of undertaking the Project in accordance with this Schedule;
- (b) for internal research, education and teaching purposes other than Commercialisation; or
- (c) for any other purpose, other than Commercialisation, provided that the Project Party:
 - (i) maintains the confidentiality of Confidential Information;
 - (ii) does not prejudice the Collaboration's ability to:
 - (A) protect the Project IP;
 - (B) use the Project IP to achieve the Collaboration Objectives; or
 - (C) maximise the commercial return from any Project IP that has significant commercial potential.

4.26 Improvements

- (a) Any Intellectual Property in any Improvements made by a Party arising from the exercise of the licence granted under clauses 4.25 will be owned by that Party.
- (b) The Party who makes any Improvement referred to in clause 4.26 (a):
 - (i) will notify the Executive Committee and the Lead Agent of any Improvements as soon as practicable after that Improvement is created; and
 - (ii) grants to the Lead Agent on behalf of the Parties a perpetual, irrevocable, royalty-free, non-exclusive licence to use the Improvement and the Intellectual Property in the Improvements for the Activities other than Commercialisation.

4.27 Publication and disclosure

Subject to any Third Party Project Agreement and unless authorised under clauses 10 or 23 of the Collaboration Agreement, each Party will not publish or disclose to any third party any Venture Confidential Information.

5. Commercialisation of Venture IP

5.1 Right and responsibility of Lead Agent in relation to the Collaboration

Subject to any provision to the contrary in a Project Agreement out of which the Venture IP arose, then, under the direction of the Executive Committee the Lead Agent has the exclusive right to Commercialise the Venture IP (other than Project IP) on behalf of the Parties at its discretion (including a right to sublicense), provided that it:

- (a) complies with all obligations under any Authorised Agreement;
- (b) complies with all obligations under this Schedule and the Project Agreement out of which the Venture IP arose and any additional obligations agreed specifically for that Project;
- (c) endeavours to achieve the Collaboration Objectives; and
- (d) agrees to terms with the other parties to such Commercialisation transactions that are on an arm's length basis.

5.2 Discretion of Executive Committee

Without limiting clause 5.1, the Executive Committee may determine that Commercialisation of Venture IP may be undertaken by the Lead Agent, a Party, a Project Party, a person not connected with the Collaboration, a related Party of the Lead Agent (as defined in the Corporations Act 2001 (Cth)) or any combination of them.

5.3 Commercialisation Income - Project IP

Subject to clause 5.8, the Lead Agent on behalf of the Parties holds all Commercialisation Income with respect to Project IP on trust for the Project Parties as tenants in common in proportion to their respective project shares as determined in accordance with clause 4.12.

5.4 Commercialisation Income - Non-Project Venture IP

Subject to clause 5.8, the Lead Agent on behalf of the Parties holds all Commercialisation Income with respect to Non-Project Venture IP on trust for the Project Parties as tenants in common in proportion to their respective beneficial interest in Non-Project Venture IP determined in accordance with their Collaboration Share.

5.5 Protocol after Commercialisation commences

After commencing Commercialisation of any Venture IP, the Executive Committee through the Lead Agent will provide a progress report to:

- (a) the Project Parties of the Project out of which the Project IP arose, in the case of Project IP; and
- (b) the Parties, in the case of Non-Project Venture IP,

every 6 months with respect to Commercialisation of the Venture IP.

5.6 No veto power

For the avoidance of doubt, no Party or any other person involved in a Project has the power to veto a decision of the Executive Committee regarding Commercialisation of Venture IP.

5.7 Commercialisation records

The Lead Agent will keep written records of:

- (a) all Commercialisation Income it receives; and
- (b) all Commercialisation expenses it incurs.

5.8 Commercialisation Expenses

Without limiting the operation of other parts of this clause 5, the Parties agree that the Executive Committee may use the Commercialisation Income with respect to particular Venture IP to pay Commercialisation expenses or reimburse the Lead Agent for previously incurred Commercialisation expenses with respect to that Venture IP. For the avoidance of doubt, the Parties acknowledge that the Lead Agent may in any Financial Year use Commercialisation Income received that Financial Year to reimburse Commercialisation expenses with respect to that Venture IP incurred in previous Financial Years. Any Commercialisation expenses relating to various items of Venture IP may be apportioned between the various items of Venture IP by the Lead Agent for the purposes of this clause 5.8.

5.9 Payment of Net Commercialisation Income

By 31 August each year, the Lead Agent will on behalf of the Collaboration remit to each Party its share of Net Commercialisation Income with respect to Venture IP for the previous Financial Year.

5.10 Survival

This clause 5 survives expiration or earlier termination of the Collaboration Agreement.

6. Assets

6.1 Application of clause

This clause 6 applies to an Asset:

- (a) included as a part of a Contribution by a Party to the Activities;
- (b) acquired by a Party directly or indirectly (in whole or in part) from the ICI Funding made available to that Party; or
- (c) forming part of the resources of the Collaboration made available to a Party for the purposes of carrying out the Activities.

6.2 Purchase and Creation of Commonwealth Assets

Each Party acknowledges and agrees that it will only use ICI Funding to create or purchase (in whole or in part) a Commonwealth Asset with the approval of the Commonwealth, as required under the ICI Funding Agreement.

6.3 Use, maintain and disposal of Commonwealth Assets

Each Party acknowledges and agrees that:

- (a) it will only use, maintain, dispose and otherwise deal with a Commonwealth Asset in accordance with clause 9 of the ICI Funding Agreement; and
- (b) the owner of a Commonwealth Asset is responsible for any obligations of VPAC under clauses 9.3 – 9.8 of the ICI Funding Agreement and any failure by the owner of a Commonwealth Asset to ensure that VPAC's obligations under the ICI Funding Agreement are fully satisfied in relation to the Commonwealth Asset constitutes a breach of this Agreement by the owner of the Commonwealth Asset.

6.4 Ownership

Unless otherwise agreed between the Parties, an Asset will remain vested in the Party having title to the Asset (**Asset Owner**).

6.5 Obligations of Asset Owner

For the term of this Agreement, the Asset Owner:

- (a) will make the Asset available for use within the Collaboration and when required by the Executive Committee or the Executive Director;
- (b) will not sell, hire, charge, mortgage, pledge or otherwise encumber the Asset; and
- (c) is responsible for insurance, maintenance and, if required, repair and replacement of the Asset, and any other costs and liabilities associated with the Asset.

6.6 Costs

The Executive Committee may, at its discretion, treat the costs mentioned in clause 6.5(c), or part of them, as an additional Contribution by the Asset Owner.

7. Indemnities

7.1 Mutual Indemnity in the case of fault

For the purposes of clause 13.1(c) of the Collaboration Agreement, the reference to any rights granted to those indemnified under this Agreement or any Authorised Agreement in relation to any Intellectual Property includes, without limitation, any rights granted to it in relation to Venture IP or Background IP.

7.2 Reduction of indemnity

For the purposes of clause 13.3(c) of the Collaboration Agreement, the reference to any rights granted to those indemnified under this Agreement or any Authorised Agreement in relation to any Intellectual Property includes, without limitation, any rights granted to it in relation to the Venture IP or Background IP.

8. Insurance

For the purposes of clause 14.1 of the Collaboration Agreement, the insurance which a Party is required to effect and maintain includes the insurance coverage specified in item K of schedule 1 to the ICI Funding Agreement.

9. Amendments

Any changes to the Collaboration Agreement that require the prior approval of the Commonwealth under the ICI Funding Agreement will not be made without such prior approval being obtained from the Commonwealth.

10. Retirement and expulsion from the Collaboration

10.1 Expulsion

In addition to the grounds of "Due Care" set out in clause 17.1 of the Collaboration Agreement, a Party will be deemed to have been expelled from the Collaboration on the receipt of a notice from the Commonwealth under the ICI Funding Agreement that it has revoked its approval of the Party as a Project Participant under clause 7A.5 of the ICI Funding Agreement.

10.2 Consequences

- (a) In addition to the consequences set out in clause 17.3 of the Collaboration Agreement, if a Party is expelled or retires from the Collaboration, the Party will:
 - (i) retain any rights it has under Project Agreements to which it is a party, to beneficial ownership of Project IP and a share of Net Commercialisation Income with respect to such Project IP at the date of expulsion or retirement, subject to the provisions of such Project Agreements;

- (ii) cease to be a Project Party with respect to any Project, except any Project for which a Third Party Project Agreement is in force to which it remains a party, in which case it remains a party in accordance with its terms; and
 - (iii) be relieved of its obligation to make further Contributions, other than Contributions required to be made under any Third Party Project Agreement in force to which it remains a party.
- (b) The retirement or expulsion of any Party from the Collaboration:
- (i) will not affect the enforceability of any other obligations of that Party or rights against that Party accrued at that time; and
 - (ii) will not relieve the Party of the obligations imposed upon it under this clause 10 and clauses 4 (Intellectual Property and Projects), 5 (Commercialisation of Venture IP), 7 (Indemnities), 8 (Insurance) 15 (IP in Commonwealth Deliverables under Funding Agreement), 16 (Commonwealth Confidential Information), 19 (Safe and ethical research), 21 (Privacy), 11.3 (Access to premises by Commonwealth).

10.3 Venture IP

Notwithstanding the termination of the Collaboration Agreement, unless the Parties agree otherwise (ownership of Venture IP will not change and, subject to any provision of a Project Agreement out of which the Venture IP arose to the contrary, the Lead Agent will remain responsible for Commercialisation of Venture IP in accordance with clauses 5.1 to 5.4).

11. Records and Access

11.1 Access to premises and records

Each Party must:

- (a) ensure that at all reasonable times it provides the Commonwealth and its agencies (including the persons outlined in clause 18 of the ICI Funding Agreement) with:
 - (i) reasonable access to its premises, records and staff; and
 - (ii) reasonable assistance to:
 - (A) inspect the performance of the Party;
 - (B) locate and inspect records and other material; and
 - (C) make copies of records and other material and remove those copies,
- relevant to the operations of the Collaboration as it applies to that Party;
- (b) at all reasonable times allow the Lead Agent and its directors, officers, employees, agents and contractors to:

- (i) access the part of the Party's premises where the Activities are being conducted and view the performance of the Project; and
- (ii) access, inspect and copy material, records, accounts and other financial material relevant to the Activities, including for the purposes of an audit; and
- (c) ensure that any sub-contract entered into by it for the purpose of this Schedule contains an equivalent clause granting the rights specified in this clause 11.1.

11.2 Limitation on access

Notwithstanding clause 11.1, a Party granting access (Host) to the Lead Agent, or its directors, officers, employees, agents or contractors, may impose as a condition, that the Lead Agent directors, officers, employees, agents and contractors execute an agreement, in a form acceptable to the Host, which:

- (a) sets out reasonable terms of the visit, including compliance with the Host's reasonable policies and guidelines;
- (b) contains reasonable obligations of confidentiality and non-disclosure that protect the interests of the Host;
- (c) reasonably addresses the liability of the Parties in the event of injury to the Lead Agent or its directors, officers, employees, agents or contractors while visiting the premises; and
- (d) contains obligations of compliance with relevant security and workplace health and safety legislation.

11.3 Commonwealth right of access

The Commonwealth's rights referred to in clause 11.1(a) are subject to:

- (a) the provision of reasonable prior notice to the Party; and
- (b) reasonable security and safety procedures of the Party,

except that clause 11.3(a), will not apply if a matter is being investigated which, in the opinion of a member of the National Investigations Unit in the Department, or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law.

12. Student involvement

Parties who have enrolled students who are involved in the Activities, or who have students under their supervision, acknowledge and agree that:

- (a) they will ensure that those students comply with clause 15 of the ICI Funding Agreement (Disclosure of Information);

- (b) they will ensure that Venture IP developed by the student is owned in accordance with clause 4 of this Schedule (Venture IP), provided that the student will own the copyright in his or her thesis;
- (c) the only restrictions on publishing a student's thesis will be those reasonably necessary to protect Party Confidential Information, Background IP, Venture IP or Venture Confidential Information;
- (d) the Lead Agent, as directed by the Executive Committee, will not inhibit the right of a student to have his or her thesis examined, but an examiner may be required to sign a confidentiality agreement to protect Confidential Information; and
- (e) before a student becomes involved in any Activities, the Executive Committee may require that the student and the institution in which the student is enrolled enter into a written agreement with the Lead Agent, in a form approved by the Executive Committee and the Lead Agent, setting out the terms on which the student is involved in the Activities, which will be consistent with the principles in this clause 12.

13. Public announcements

13.1 Parties to acknowledge support from Commonwealth

Each Party acknowledges and agrees that it will acknowledge, in all publications, public announcements and activities it engages in which are funded (in whole or in part) whether directly or indirectly, by Commonwealth monies, the financial and other support the Collaboration has received from the Commonwealth in the manner set out in item G of schedule 1 to the ICI Funding Agreement.

13.2 Invitation to Minister to take part

Each Party will invite:

- (a) the Minister; and
- (b) any other person nominated by the Minister;

to take part in (including allowing the Minister or any other person nominated by the Minister to speak at, or play any role (including an integral role) in any significant promotional event held by the Party in relation to the Collaboration.

14. Parties bound by certain clauses of the ICI Funding Agreement

14.1 Parties acknowledgement

Each Party acknowledges and agrees that:

- (a) It is aware of the terms and conditions of the ICI Funding Agreement and, in particular, the Party is aware of clause 7A and the contents of item HA of schedule 1 of the ICI Funding Agreement and agrees that it is bound by all

relevant terms and conditions of the ICI Funding Agreement in the manner and to the extent required by clause 7A and item HA of schedule 1 of the ICI Funding Agreement;

- (b) the Lead Agent has entered into the ICI Funding Agreement on the basis of the representation and warranty provided by each Party that it will fulfil all of its obligations under the Collaboration Agreement and this Schedule; and
- (c) the Lead Agent would not have entered into the ICI Funding Agreement unless the representation and warranty provided under clause 14.1(a) had been provided by each Party.

14.2 Party not to place Lead Agent in breach of ICI Funding Agreement

Each Party acknowledges and agrees that it will not by its:

- (a) actions; or
- (b) failure to act,

cause (whether directly, or indirectly) the Lead Agent to be in breach of any of the Lead Agent's obligations under the ICI Funding Agreement.

15. IP in Commonwealth Deliverables under ICI Funding Agreement

15.1 Party acknowledgement

Each Party acknowledges and agrees that:

- (a) subject to the licence granted under clause 14.2 of the ICI Funding Agreement, Intellectual Property in the Commonwealth Deliverables does not vest in the Commonwealth; and
- (b) the licence granted by the Lead Agent to the Commonwealth under clause 14.2 of the ICI Funding Agreement applies in relation to any material provided by a Party to the Lead Agent under this Schedule which would constitute Commonwealth Deliverables.

15.2 Procedures for publication of Commonwealth Deliverables

Each Party will at all times during the ICI Funding Period have in place and adhere to documented procedures to ensure that, before any Commonwealth Deliverable is published or disclosed to any person other than the Commonwealth, a Party or the Lead Agent, consideration is given to the potential prejudice to the subsistence or Commercialisation of any Intellectual Property in that material, including the possibility that publication or disclosure might preclude the grant of a patent or cause the loss of Intellectual Property. Nothing in this clause prevents a Party from publishing Commonwealth Deliverables where the Party has a statutory obligation to do so.

15.3 Rights to Intellectual Property rights in Commonwealth Deliverables

Each Party:

- (a) to the extent that it has, or will have, any right, title or interest in or to the Intellectual Property Rights in the Commonwealth Deliverables, grants to the Lead Agent a permanent, irrevocable, worldwide, non-exclusive licence (including the right to sublicense) to exercise the Intellectual Property Rights in the Commonwealth Deliverables;
- (b) to the extent that it has, or will have, any right, title or interest in or to the Intellectual Property Rights in the Commonwealth Deliverables, warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Commonwealth Deliverables in accordance with clause 15.3(a);
- (c) will notify any Author of the Commonwealth Deliverables who is:
 - (i) an employee of the Party; or
 - (ii) who has entered, or who will enter into a contract with the Party whereby the person (whether directly or indirectly) will provide services to the Party that the Lead Agent is required under clause 14.7 of the ICI Funding Agreement to notify the Commonwealth:
 - (A) of the identity of such Author as a person having Moral Rights in the Commonwealth Deliverables; and
 - (B) whether, the Party having fulfilled its obligations under clause 15.3(c)(i) in relation to such Author, the Author has provided the consent referred to in clause 15.3(d);
- (d) will use its best endeavours to obtain from each Author falling within the scope of clause 14.3(c) a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by the Commonwealth or by any person licensed by the Commonwealth to use, reproduce, adapt or exploit the Commonwealth Deliverables and to provide to the Lead Agent the executed original of any consent so obtained from an Author;
- (e) will, after fulfilling its obligation under clause 15.3(d), notify the Lead Agent in respect of any particular Author, notify the Lead Agent of the Author's identity and whether the Author has provided the consent referred to in clause 15.3(d); and
- (f) agrees, if requested by the Lead Agent to do so, to bring into existence, sign, execute or otherwise deal with any document which may be necessary to give effect to this clause 15.

16. Commonwealth Confidential Information

16.1 No disclosure without approval

Subject to clause 16.2, each Party will not disclose any Commonwealth Confidential Information to a third party, other than to the Lead Agent, for the purposes of undertaking the Activities, without the prior written approval of the Commonwealth.

16.2 Conditions of approval

Each Party acknowledges and agrees that:

- (a) in giving written approval, the Commonwealth may impose conditions as it thinks fit, and each Party agrees to comply with the conditions;
- (b) the Commonwealth may at any time require the Party to arrange for any person engaged in, or in relation to, the performance or management of this Schedule, to give written undertakings, in a form required by the Commonwealth, relating to the non-disclosure of Commonwealth Confidential Information; and
- (c) if the Party receives a request under clause 16.2(b), it will promptly arrange for all required undertakings to be given.

17. Relationship with Commonwealth

Each Party acknowledges and agrees that it will not:

- (a) by virtue of the Collaboration Agreement or this agreement, be or for any purpose be deemed to be, an employee, partner or agent of the Commonwealth;
- (b) represent itself, and will ensure that its employees, partners, agents or sub-contractors do not represent themselves, as being the Commonwealth's employees, partners or agents.

18. Compliance with law and policy

18.1 Agreement to comply with law

Each Party will, in carrying out its obligations under this Agreement during the ICI Funding Period, comply with:

- (a) the provisions of any relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
- (b) any policy of the Commonwealth notified by the Commonwealth to the Lead Agent under clause 29.1(b) of the ICI Funding Agreement (including those listed in item P of schedule 1 of the ICI Funding Agreement).

18.2 Acknowledgment of effect of Criminal Code etc.

Each Party acknowledges that:

- (a) Chapter 7 of the Criminal Code provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (b) it is aware that giving false or misleading information is a serious offence under the Criminal Code;
- (c) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of the ICI Funding Agreement (other than a person to whom the Party is authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes 1914* (Cth), punishment for which may be a maximum of two years imprisonment;
- (d) in respect of data, including personal information, held in connection with this Schedule, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this Schedule is an offence under Part 10.7 of the Criminal Code which may attract a substantial penalty, including imprisonment;
- (e) it is aware of the provisions of section 79 of the *Crimes Act 1914* (Cth) relating to official secrets;
- (f) it is aware of its obligation under the *Charter of The United Nations Act 1945* (Cth) and the *Charter of United National (Anti-Terrorism Measures) Regulations 2002* (Cth); and
- (g) it is aware that it may be subject to the provisions of the *Trade Practices Act 1974* (Cth) and *Archives Act 1983* (Cth).

18.3 Obligations relating to officers etc.

Each Party undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information within the meaning of section 79 of the *Crimes Act 1914* (Cth) that prior to having access the officer, employee, agent or subcontractor will first be required by the Party to provide the Party with an acknowledgment that the officer, employee, agent or subcontractor is aware of the provisions of the section.

18.4 Other legislation

Each Party must:

- (a) comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* (Cth) and provide evidence (in such form and manner as the Lead Agent may require in its absolute discretion) to the Lead Agent prior to executing the Collaboration Agreement that the Party is complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth); and

- (b) ensure that any person who will have access to official secrets within the meaning of section 79 of *Crimes Act 1914* (Cth) signs an acknowledgement that he or she is aware of the provisions of that section; and
- (c) in its dealings with its employees, must comply with Commonwealth policies on employment, including the *Workplace Relations Act 1996*, and obligations under relevant occupational health and safety laws.

18.5 Compliance with Commonwealth directions and procedures

Each Party must when using Commonwealth premises or facilities (including information systems) comply with the reasonable directions and procedures of the Commonwealth relating to occupational health and safety.

19. Safe and ethical research

19.1 Compliance with codes

Each Party will ensure that all users of the Party's facilities strictly observe and comply in every respect with all applicable Commonwealth, State and Territory legislation relating to biological, ethical or radiation safeguards and all ethics, codes and guidelines adopted by the National Health and Medical Research Council, the Office of the Gene Technology Regulator and all other relevant regulatory agencies operating in Australia, being legislation, codes and guidelines in force at any time and from time to time during the Term.

19.2 Assistance to Commonwealth

Each Party will assist the Lead Agent to comply with clause 29.2 of the ICI Funding Agreement.

19.3 Ionising radiation

When conducting research or permitting any research to be undertaken at any of its facilities which involves the use of ionising radiation, each Party will ensure that persons performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority.

19.4 Ethics committee

- (a) Each Party must notify the Lead Agent of a higher education institution or Commonwealth or State research organisation with a relevant ethics committee constituted in accordance with the legislation, codes and guidelines referred to in clause 19.1 to oversee all ethical clearances which may be required by that legislation, codes and guidelines.
- (b) Each Party will act in accordance with all reasonable directions given by the Lead Agent in relation to the appointment and conduct of ethics committees which the Lead Agent considers is necessary or desirable to enable the Lead Agent to satisfy its obligations to the Commonwealth under the ICI Funding Agreement.

19.5 Evidence of compliance

Whenever reasonably required by the Lead Agent or the Commonwealth, each Party will promptly furnish to the Lead Agent or the Commonwealth written evidence of compliance with the requirements of this clause 19.

20. National Code of Compliance for the Construction Industry

20.1 Meaning of Words

In this clause 20:

- (a) **“Code”** means the National Code of Practice for the Construction Industry, a copy of which appears on the Internet at www.workplace.gov.au/building;
- (b) **“Industry Guidelines”** means the Australian Government Industry Guidelines for the Code, revised September 2005, published by the Commonwealth Department of Employment and Workplace Relations, a copy of which appears on the internet at www.workplace.gov.au/building; and
- (c) **“Project Parties”** means all contractors, subcontractors, suppliers, consultants and employees who perform work in relation to the Collaboration including those listed in item H.1 of schedule 1 to the ICI Funding Agreement.

20.2 Compliance with Code and Industry Guidelines

Where the provisions of Commonwealth Funding (directly or indirectly) results in construction and building activity, subject to the financial thresholds specified in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, each Party will comply and ensure that the Project Parties comply with the Code and the Industry Guidelines.

20.3 Tendering and contracting

Each Party will ensure that:

- (a) ‘all requests for tender’ in relation to the Collaboration made by the Party contain the commitment to apply the Code and Industry Guidelines as set out in The Implementation Guidelines for the National Code of Practice for the Construction Industry (the Guidelines) at the section titled ‘Indirectly Funded Projects’, a copy of which appears at:

www.workplace.gov.au/workplace/Category/PolicyReviews/BuildingConstruction/GuidelinesPriorNov2005/Aboutthe2003ImplementationGuidelines.htm
- (b) all contracts entered into in relation to the Collaboration by the Party contain the commitment to apply the Code and Industry Guidelines as set out in the document referred to in clause 20.3(a).

20.4 Maintenance of records

Each Party will maintain adequate records of its compliance with the Code and the Industry Guidelines. Each Party will permit the Lead Agent and the Commonwealth and those authorised by the Lead Agent and the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, full access to its premises and records to:

- (a) inspect any work, material, machinery, appliance, article or facility;
- (b) inspect and copy any record relevant to the Collaboration and any matter in any way connected with this Schedule or governed by the ICI Funding Agreement;
- (c) interview any person; or
- (d) request the Party to produce a specified document within a specified period, being not less than 14 days in person, by fax or by post,

as is necessary to allow validation of progress by the Party in complying with the Code and the Industry Guidelines.

20.5 Publication and disclosure of information

Each Party acknowledges and agrees that the Commonwealth and the Lead Agent may publish or otherwise disclose information in relation to the Party's compliance with the Code and the Industry Guidelines and each Party hereby consents to such publication or disclosure.

20.6 Lead Agent entitled not to appoint a Party

Each Party acknowledges and agrees that the Lead Agent is entitled not to appoint any Party to undertake any action, if that appointment would constitute a breach of a sanction for a failure to comply with the Code.

21. Privacy

21.1 Agreement to comply with privacy law

Each Party agrees to comply with its obligations, if any, under:

- (a) the *Privacy Act 1988* (Cth); and
- (b) a privacy law of a State or Territory,

(Privacy Legislation).

21.2 Procedures

In addition to its obligations under clause 21.1, each Party agrees:

- (a) to comply with the Information Privacy Principles when doing any act or engaging in any practice in relation to Personal Information for the purposes of this Schedule, as if the Party were an Agent as defined in the *Privacy Act 1988* (Cth); and
- (b) to deal with Personal Information received, created or held by the Party for the purposes of this Schedule only to fulfil the Party's obligations under this Schedule and in accordance with any conditions or restrictions specified in item O of schedule 1 to the ICI Funding Agreement.

21.3 Authorisation if act is inconsistent with a National Privacy Principle

An act done or a practice engaged in by a Party to meet (directly or indirectly) an obligation under the ICI Funding Agreement:

- (a) is authorised by clause 16.2 of the ICI Funding agreement for the purposes of sub-sections 6A(2) and 6B(2) of the *Privacy Act 1988* (Cth), even if the act or practice is inconsistent with a National Privacy Principle or an approved privacy code (as defined in the *Privacy Act 1988* (Cth) that applies to the Party); but
- (b) is subject to the other obligations in this Agreement.

21.4 Meaning of term "received"

In this clause 21, the term "received" includes "collected".

22. Definitions

22.1 Defined Terms

In this Implementation Schedule:

Account means an account with a bank or credit union which complies with the requirements of clause 4.1 of the ICI Funding Agreement.

Annual Business Plan has the meaning ascribed that term in the ICI Funding Agreement.

Asset means an item of real or personal property, including a Commonwealth Asset, but does not include Intellectual Property.

Author means, in relation to any material, a person who has, or will have, Moral Rights in the material.

Background IP means, in relation to a Project:

- (a) the Intellectual Property specified in the Project Agreement that a Project Party has agreed to contribute as Background IP to the Project; and

- (b) any other Intellectual Property that the Project Party has offered to contribute as Background IP for the Project and has been agreed in writing by all Project Parties as being accepted as Background IP for the Project,

and, for the avoidance of doubt, does not include any Venture IP.

Budget means Budget set out in Item C.3 of schedule 1 to the ICI Funding Agreement and includes any budget which might be substituted for it in accordance with the ICI Funding Agreement.

clause means a clause of this Implementation Schedule.

Collaboration Agreement means the executed agreement to which this Schedule is attached.

Collaboration Funds means the money comprised in the Account including the ICI Funding, cash contributions to the Collaboration received from third parties and interest on the Account.

Collaboration Resources means the non-cash resources made available for use by the Parties in carrying out the Activities, including the non-cash Contributions and any non-cash resources procured from third parties.

Commercialisation Income means, in relation to Intellectual Property, all royalties, licence fees and other monetary proceeds (including monetary proceeds derived from the use or disposal of any non-monetary asset) from Commercialisation of the Intellectual Property.

Commercialise, in relation to Intellectual Property, means to:

- (a) manufacture, sell, hire or otherwise exploit a product or process, that uses or incorporates part or all of that Intellectual Property; or
- (b) provide a service, incorporating that Intellectual Property; or
- (c) license any third party to do any of those things; or
- (d) otherwise license or assign the Intellectual Property,

regardless of whether any revenue is generated or intended to be generated.

Commonwealth Asset means any asset which has a value of over \$50,000 inclusive of GST (within the meaning ascribed that term in *A New Tax System (Goods and Services) Act 1999* (Cth)).

Commonwealth Confidential Information has the same meaning as the term “**Our Confidential Information**” in the ICI Funding Agreement.

Commonwealth Deliverables means any material that would constitute either Reports or Annual Business Plans (within the meaning given those terms in the ICI Funding Agreement).

ICI Funding means funding provided by the Commonwealth under the ICI Funding Agreement.

Implementation Plan means the plan set out in the annexure to this Schedule.

Improvement means a modification, enhancement or improvement of Venture IP such that the improved Venture IP cannot be used without infringing the Intellectual Property rights in the underlying Venture IP.

Minister means the minister in the Commonwealth Government from time to time having responsibility for the NCRIS Program, which at the Commencement Date is the Minister for Education, Science and Training.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

NCRIS Program means the program referred to in paragraph A of the Background of the Collaboration Agreement.

NCRIS Program Objectives means the objectives listed in paragraph B of the Background of the Collaboration Agreement.

NCRIS Roadmap has the meaning ascribed to that term in the ICI Funding Agreement.

Net Commercialisation Income means Commercialisation Income for a period in relation to particular Venture IP less payments or reimbursements of Commercialisation Expenses pursuant to clause 5 for that period for that Venture IP.

Non-Project Venture IP means Intellectual Property developed by the Parties in the course of carrying out the Activities but excludes:

- (a) Project IP; and
- (b) Background IP.

Project IP means the Intellectual Property developed in the course of carrying out a Project.

Specified Acts means any of the following acts or omissions by or on behalf of the Commonwealth:

- (a) using, reproducing, adapting or exploiting all or any part of the Project Material (as defined by the ICI Funding Agreement) under the ICI Funding Agreement, with or without attribution of authorship;
- (b) supplementing the Project Material (as defined by the ICI Funding Agreement) under the ICI Funding Agreement, with only Material (as defined by the ICI Funding Agreement);
- (c) using the Project Material (as defined by the ICI Funding Agreement) under the ICI Funding Agreement, in a different context to that originally envisaged,

but does not include false attribution of authorship.

Valuation Principles mean the principles specified in Schedule 4 for valuation of non-cash Contributions to Projects.

Venture Confidential Information means Confidential Information which is created in the course or courses, of carrying out the Activities.

Venture IP means:

- (a) Project IP; and
- (b) Non-Project Venture IP

22.2 Terms defined in the Collaboration Agreement

Capitalised terms, not expressly defined in clause 22.1, will have the meaning ascribed to those terms in the Collaboration Agreement.

ANNEXURE

(TO SCHEDULE 3)

IMPLEMENTATION PLAN

The current version of this Implementation Plan is indicative only and is not legally binding. This document merely indicates the Parties' current understanding of how ICI Funding will be expended. This document is subject to change, provided such change receives the prior written approval of each of the Executive Committee, AeRIC and the Department. This Implementation Plan will become legally binding upon receipt of the written approval of each of the Executive Committee, AeRIC and the Department:

SCHEDULE 4
VALUATION PRINCIPLES

The valuation principles will be as follows:

1. Any cash Contribution will be multiplied by 2.
2. The only in-kind Contributions which will be included are:
 - (a) the employment cost of staff; and
 - (b) the cost of engaging consultants;
3. The value to be accorded in respect of:
 - (a) the employment cost of staff is 3 times the base salary of staff (on a pro-rata basis); and
 - (b) the cost of engaging consultants, is the actual cost incurred by the Party providing the consultant (on a pro-rata basis).