Australian Government

Cotton Research and Development Corporation

DEED

between

Cotton Research and Development Corporation

and

[Insert name of Research Provider]

For Research and Development, Postgraduate Scholarships, Travel and Major Capital items to be undertaken in Support of the Australian Cotton Industry

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THIS DEED IS MADE ON THE..... DAY OF..... 201....

PARTIES

Cotton Research and Development Corporation (ABN 71 054 238 316) of 2 Lloyd Street, Narrabri, NSW 2390, a corporation established by regulation 4 of the *Cotton Research and Development Corporation Regulations 1990* made pursuant to the *Primary Industries and Energy Research and Development Act 1989* (Cth) (**CRDC**)

and

[name of Research Organisation] (ABN) of [ADDRESS], [Enabling Act or Other descriptor] (**Research Provider**).

RECITALS

A The CRDC's mission is to enhance the contribution that research and development makes to the cotton industry for the Australian community.

B To achieve this objective, the PIERD Act sets out a number of functions of the CRDC, including to:

a. investigate and evaluate the cotton industry requirements for research and development and to prepare, review and revise an R&D plan (as that term is defined in the PIERD Act) on that basis in relation to the cotton industry; and

b. facilitate the dissemination, adoption and Commercialisation of results of research and development in relation to the cotton industry.

C From time to time, the CRDC may make funds available on the terms of this Deed:

a. to the Research Provider for the conduct of one or more Projects by the Research Provider;

b. to tertiary students, through the Research Provider, in the form of a Scholarship, to assist those students in the carrying out of research in aspects of cotton growing, processing or marketing;

c. to the Research Provider for the purposes of allowing its representatives to travel to seminars and conferences if that travel is not otherwise funded as part of a Project; and

d. for the acquisition of Major Capital Items.

D The parties agree that the terms set out in this Deed will apply to the provision of funds by the CRDC to the Research Provider for:

a. the conduct of each Project;

b. each Scholarship;

c. travel undertaken by representatives of the Research Provider; and

d. the acquisition of Major Capital Items.

OPERATIVE PROVISIONS

PART 1 - DEFINITIONS AND INTERPRETATION

1 INTERPRETATION

Definitions

1.1 The following definitions apply in this Deed:

Adoption Pathway Proposal means the draft proposal for the Exploitation of Project Technology or Scholarship Technology;

Agreement means an agreement formed pursuant to clause 4.

Application means an application for Funding.

Approval means a Project Approval, a Scholarship Approval, a Major Capital Item Approval or a Travel Approval.

Background Conditions means, in respect of Background IP, any restrictions or limitations in the use of, or Third Party ownership rights in respect of, the Background IP that relate to the use of the Background IP in accordance with this Deed that are:

(a) specified in the relevant Approval; or

(b) otherwise agreed in writing by the CRDC.

Background IP means, in respect of an Agreement, IP that:

(a) is in existence at the Commencement Date of the Agreement or is otherwise brought into existence other than as a result of the performance of the relevant Project or Scholarship; and

(b) is contributed to or made available for and used in the conduct of the relevant Project or Scholarship,

and is:

(a) specified in the relevant Approval; or

(b) otherwise agreed in writing by the CRDC.

Business Day means, in relation to the doing of any act in a place, any day other than a Saturday, Sunday or public holiday in that place.

Capital Item means an item that has a life expectancy of more than one year and that was wholly or partially acquired with over $1,000 (not including GST) of Funding and includes (but is not limited to):

(a) equipment, including laboratory and field equipment, for conducting the Project;

(b) information technology, including computers, software and peripherals;

(c) buildings; and

(d) vehicles.

Commencement Date means:

(a) in relation to this Deed, the date of this Deed or any other date agreed in writing by the parties; and

(b) in relation to an Agreement, the commencement date specified in the relevant Approval.

Commercialisation Entity means an entity appointed by the parties to Commercialise Project Technology or Scholarship Technology.

Commercialisation Plan means a Commercialisation plan developed by the Research Provider or the CRDC and approved by the other party under clause 9.

Commercialise or **Commercialisation** means, in relation to IP or other property, to manufacture, sell, hire or otherwise commercially exploit a product or process, or to provide a service, using the IP or other property, or to license any person to do any of those things.

Commonwealth means the Commonwealth of Australia.

Completion Date means the completion date specified in the relevant Approval.

Confidential Information means information that:

(a) is by its nature confidential;

(b) is designated by a party as confidential; or

(c) the other party knows or ought to know is confidential,

but does not include information which:

(d) is or becomes public knowledge other than by breach of this Deed or an Agreement or any other confidentiality obligations; or

(e) has been independently developed or acquired by the other party as established by written evidence.

Conflict of Interest means any matter, circumstance, interest or activity which adversely impacts on the Research Provider's ability to perform its obligations set out in this Deed or an Agreement objectively, diligently and independently.

CRDC Agreement Code means the Project, Scholarship, Travel or Major Capital Item agreement code provided by the CRDC.

CRDC Income means all income (excluding GST) arising from the proceeds of Exploitation of any CRDC Material.

CRDC Material means:

(a) any material, facilities, premises, equipment, documents, information, Data, software and organisms (living or dead), including any Background IP, provided by the CRDC to the Research Provider for the purposes of this Deed or any Agreement;

(b) any Agreement or Approval; and

(c) anything which is copied or derived from the material referred to in paragraphs (a) and (b),

but does not include any Capital Items, Project Technology or Scholarship Technology.

Data includes all information stored on magnetic tapes, disks or in electronic or written form of any kind.

Deed means this Deed including the Schedules, attachments and any annexures, as amended from time to time.

Executive Director means the person holding, occupying or performing the duties of the office of Executive Director of the CRDC and includes any other person designated in writing by the Executive Director to perform any function or exercise any of the powers of the Executive Director set out in this Deed or any Agreement.

Expert means a suitably qualified expert valuer agreed between the parties (or, failing agreement within 10 Business Days, appointed by the President of LESANZ Inc or his nominee) who has no direct or indirect personal interest in the outcome of the determination he is required to make under this Deed.

Exploit and **Exploitation** means, in relation to IP or other property:

(a) to Commercialise it; or

(b) to otherwise:

(i) use it, demonstrate it or make it available to industry or any other Third Party; or

(ii) provide a service incorporating it, including the provision of research services,

or to license or otherwise entitle any Third Party to do any of those things or to offer to do any of those things.

Exploitation Plan means a plan provided by a party based on the Adoption Pathway Proposal developed by the Research Provider for the Exploitation of Project Technology or Scholarship Technology and provided to the other party pursuant to clause 9.

Final Report means the report referred to in clause 44.

Financial Report means the report referred to in clauses 43 and 53.4.

Financial Year means a period of 12 months commencing on 1 July and ending on 30 June.

Funding means the CRDC funding specified in the relevant Approval.

GST and **GST Law** have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

Heads of Expenditure means the following categories of expenses:

(a) staffing;

(b) operating expenses;

(c) travel; and

(d) Capital Items,

or such other categories approved by the CRDC in writing.

Intellectual Property or **IP** means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, trade secrets, data, business and domain names and inventions, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable and whether or not created in Australia or elsewhere, but does not include Moral Rights.

Internal Research means research and development conducted by a party for the purpose of performing its ordinary functions and carrying out its core business, but

does not include research and development being carried out by a party, including with or for Third Parties, which constitutes Exploitation.

IP Register means the register referred to in clause 7.3 below.

Loss means any loss, damage, liability, cost or expense (excluding consequential loss, loss of profit or opportunity and indirect loss, damage, liability, cost or expense), including legal expenses whether incurred or awarded.

Major Capital Item means a Capital Item that was wholly or partly acquired with over $10,000 (not including GST) of Funding.

Major Capital Item Approval means an approval issued by the CRDC under clause 4.18.

Methodology means the methods and procedures for carrying out a Project specified in the relevant Project Approval.

Milestones means the key delivery and decision points in the performance of a Project specified in the relevant Project Approval.

Moral Rights means:

(a) a right of attribution of authorship;

(b) a right not to have authorship falsely attributed; and

(c) a right of integrity of authorship,

as conferred by the *Copyright Act 1968*, and rights of a similar nature whether existing presently or which may in the future come into existence.

Objective means the objective of a Project or Scholarship as specified in the relevant Project or Scholarship Approval.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Personnel means, in respect a party, its officers, employees, contractors, agents, students and researchers.

PIERD Act means the *Primary Industries and Energy Research and Development Act 1989*.

Progress Reports means the reports referred to in clause 42.

Project means the research and development project specified in a Project Approval.

Project Administration Manager means, in respect of a Project, the person specified as the Project Administration Manager in the Project Approval or otherwise notified by the CRDC to the Research Provider.

Project Administrator means, in respect of a Project, the person specified as the Project Administrator in the Project Approval, or otherwise notified by the Research Provider to the CRDC.

Project Approval means an approval issued by the CRDC under clause 4.1.

Project Income means, in respect of Project Technology, all income (excluding CRDC Income and GST) arising from the Exploitation of the Project Technology.

Project Team means, in respect of a Project, the Personnel specified in the Project Approval to be used by the Research Provider to conduct the Project, and includes any additional or replacement person employed or engaged pursuant to clause 48.

Project Technology means, in respect of a Project:

(a) all material proposed to be developed or created in a Funding Application or developed or created by the Research Provider in performing the Project, including all discoveries, inventions, improvements, genetic material, biological material, engineering or other processes and innovations;

(b) all reports (including all Reports) created by the Research Provider pursuant to this Deed or an Agreement;

(c) any other documents, equipment, information and Data stored by any means brought into existence as part of, or for the purpose of carrying out, a Project;

(d) all IP subsisting in or in respect of the materials referred to in paragraphs (a) to (c); and

(e) all other IP arising out of the conduct of a Project.

Provider means:

(a) in clause 7: a party which provides Background IP to the other party;

(b) in clause 15: a party which provides Confidential Information to the other party; and

(c) in clause 16: a party which provides Personal Information to the other party.

Publish means to distribute, publish or present, or cause to be distributed or published, by any means and in any forum, including by presentation, press release, journal article, conference paper, research poster, monograph or internet posting of any type.

Recipient means:

(a) in clause 10: a party which receives CRDC Income, Project Income or Scholarship Income;

(b) in clause 15: a party which receives Confidential Information from the other party; and

(c) in clause 16: a party which receives Personal Information from the other party.

Report means a Progress Report, a Financial Report or a Final Report or a report requested by the CRDC in accordance with this Deed or an Agreement.

Research Provider Material means any material, facilities, premises, equipment, documents, information, Data, software and organisms (living or dead), including any Background IP, provided by the Research Provider to the CRDC for the purposes of this Deed or any Agreement, and anything which is copied or derived from this material, but does not include any Capital Items, Project Technology or Scholarship Technology.

Research Provider Representative means the person specified as the Research Provider Representative in an Approval, or otherwise notified by the Research Provider to the CRDC.

Research Provider Resources means any financial or other contributions to be provided by the Research Provider for a Project or Scholarship as set out in the relevant Approval.

Researchers' Handbook means the document published by the CRDC entitled *Researchers' Handbook* and available on the CRDC website.

Scholarship means the scholarship specified in a Scholarship Approval.

Scholarship Approval means an approval issued by the CRDC under clause 4.7.

Scholarship Income means, in respect of Scholarship Technology, all income (excluding CRDC Income and GST) arising from the Exploitation of the Scholarship Technology.

Scholarship Recipient means a student of:

(a) the Research Provider; or

(b) an educational institution which has arranged for the student to work for the Research Provider as part of the student's studies,

to whom Funding is to be paid for a Scholarship, as specified in a Scholarship Approval.

Scholarship Technology means, in respect of a Scholarship:

(a) all material developed or created by the Research Provider or a Scholarship Recipient in carrying out a Scholarship, including all discoveries, inventions, improvements, genetic material, biological material, engineering or other processes and innovations;

(b) all reports (including all Reports) created by the Research Provider or Scholarship Recipient pursuant to this Deed or an Agreement;

(c) any other documents (including any Thesis), equipment, information and Data stored by any means brought into existence as part of, or for the purpose of carrying out, a Scholarship;

(d) all IP subsisting in or in respect of the materials referred to in paragraphs (a) to (c); and

(e) all other IP arising out of the conduct of a Scholarship.

Supervisor means the supervisor of a Scholarship Recipient as specified in the Scholarship Approval.

Tax Invoice has the same meaning as in the GST Law.

Term means:

(a) in respect of this Deed, the period referred to in clause 2.1; and

(b) in respect of an Agreement, the period referred to in clause 2.2.

Thesis means any thesis written by a Scholarship Recipient in carrying out a Scholarship or a student in carrying out a Project.

Third Party means any entity or person that is not a party to this Deed or, in the case of an Agreement, to the Agreement.

Third Party Resources means any financial or other contributions to be provided by a Third Party in accordance with clause 6.1.

Travel means any travel specified in a Travel Approval.

Travel Approval means an approval issued by the CRDC under clause 4.13.

Travel Recipient means the person specified in the Travel Approval as being the person to undertake the Travel.

Year means a period of 12 months.

Headings

1.2 Headings are for convenience only and do not affect interpretation.

Interpretation of words and expressions

1.3 A reference to:

1.3.1 legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

1.3.2 a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

1.3.3 a party to this Deed or a party to any other document or agreement includes a permitted substitute or a permitted assign of that party;

1.3.4 any body is:

(a) if that body is replaced by another organisation, deemed to be a reference to that other organisation; and

(b) if that body ceases to exist, deemed to be a reference to the organisation which most nearly or substantially serves the same purposes or objects of that body;

1.3.5 a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

1.3.6 monetary units are references to units of Australian currency, unless otherwise stated; and

1.3.7 any thing (including a right, obligation or concept) includes each part of it.

1.4 A singular word includes the plural and vice versa.

1.5 A word which suggests one gender includes each other gender.

1.6 If a word is defined, another part of speech has a corresponding meaning.

1.7 If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

1.8 The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.

Inconsistency and Conflict

1.9 If any conflict arises between the terms set out in this Deed and any Agreements or schedules to this Deed, including any Agreement listed in schedule 7 to this Deed, the following descending order of priority will apply:

1.9.1 any terms set out in an Approval;

1.9.2 the terms set out in Parts 1 and 2 of this Deed;

1.9.3 the terms set out in Parts 3, 4, 5 and 6 of this Deed which are relevant to an Approval; and

1.9.4 any terms specified in the schedules to this Deed.

PART 2 - GENERAL TERMS AND CONDITIONS

2 TERM OF DEED AND AGREEMENTS

Term of Deed

2.1 This Deed will commence on the Commencement Date and, unless extended or terminated in accordance with this Deed, will continue in force for a period of five years after that date.

Term of Agreements

2.2 Each Agreement will commence on its Commencement Date and cease on its Completion Date unless terminated earlier in accordance with this Deed.

2.3 Despite termination of this Deed, and unless otherwise agreed by the parties in writing, each Agreement which has not been completed and which was entered into prior to the date of termination of this Deed will continue in force until the Agreement is completed or terminated.

3 TRANSITIONAL PROVISIONS

Transition from previous agreements or arrangements

3.1 Subject to clause 3.2, the parties agree that the terms of any previous agreements or arrangements in place in relation to research projects, scholarships, travel and major capital items underway as at the Commencement Date of this Deed will continue to apply to the relevant project, scholarship, travel or major capital item.

3.2 The agreements listed in schedule 7 to this Deed will be considered to be Agreements and subject to the terms of this Deed. To the extent of any inconsistency between the terms of an agreement referred to in this clause 3.2 and the terms of this Deed, the terms of this Deed will prevail. Any other terms of an agreement referred to in this clause 3.2 will continue in force.

4 FORMATION OF AGREEMENTS

Projects

4.1 If the CRDC determines to provide Funding to the Research Provider in relation to a Project, the CRDC will issue a Project Approval for the conduct of a Project by the Research Provider in the form set out in schedule 1 to this Deed.

4.2 A Project Approval must include in the Approval or in the documents listed on and attached to the Approval:

4.2.1 details of the Objectives for the Project;

4.2.2 details of Milestones for the Project;

4.2.3 details of the tasks, work and Methodologies to be performed by the Research Provider in relation to the Project;

4.2.4 the amount of the Funding to be provided;

4.2.5 CRDC Material and the applicable timings for provision of it;

4.2.6 Research Provider Material and Research Provider Resources and the applicable timings for provision of them;

4.2.7 all Background Conditions;

4.2.8 any Third Party Resources;

4.2.9 Project Technology proposed to be created;

4.2.10 IP ownership provisions;

4.2.11 the Project Team for the Project;

4.2.12 the timing for the conduct and completion of the Project; and

4.2.13 any reporting requirements in addition to those set out in Part 3 of this Deed.

4.3 The Research Provider must ensure that all members of its Project Team execute and provide to the CRDC an acknowledgement in the form set out in schedule 3 to this Deed at the same time as the Research Provider returns an executed Project Approval to the CRDC.

4.4 An Agreement is formed when the Research Provider returns an executed Project Approval to the CRDC and the CRDC executes the Project Approval.

4.5 The CRDC must provide a copy of the executed Agreement to the Research Provider.

4.6 Subject to clause 1.9, the parties agree that the terms of each Project Agreement will consist of:

4.6.1 the terms in Parts 1 and 2 of this Deed;

4.6.2 the terms in Part 3 of this Deed; and

4.6.3 any other terms contained in the Project Approval.

Scholarship

4.7 If the CRDC determines to provide Funding to the Research Provider for a Scholarship, the CRDC will issue to the Research Provider a Scholarship Approval in the form set out in schedule 1 to this Deed.

4.8 A Scholarship Approval must include in the Approval or in the documents listed on and attached to the Approval:

4.8.1 details of the Objectives for the Scholarship;

4.8.2 details of the Scholarship Recipient;

4.8.3 the amount of Funding to be provided;

4.8.4 Scholarship Technology proposed to be created;

4.8.5 IP ownership provisions; and

4.8.6 any reporting requirements in addition to those set out in Part 4 of this Deed.

4.9 An Agreement is formed when the Research Provider returns an executed Scholarship Approval to the CRDC and the CRDC executes the Scholarship Approval.

4.10 The CRDC must provide a copy of the executed Agreement to the Research Provider.

4.11 The Research Provider must ensure that any Scholarship Recipient and Supervisor execute and provide to the CRDC an acknowledgement in the form set out in schedule 3 to this Deed at the same time as the Research Provider returns an executed Scholarship Approval to the CRDC.

4.12 Subject to clause 1.9, the parties agree that the terms of each Scholarship Agreement will consist of:

4.12.1 the terms in Parts 1 and 2 of this Deed;

4.12.2 the terms in Part 4 of this Deed; and

4.12.3 any other terms contained in the Scholarship Approval.

Travel

4.13 If the CRDC determines to provide Funding to the Research Provider for any Travel, the CRDC will issue to the Research Provider a Travel Approval in the form set out in schedule 1 to this Deed.

4.14 A Travel Approval must include in the Approval or in the documents listed on and attached to the Approval:

4.14.1 the name of each person who will undertake the Travel;

4.14.2 the Travel itinerary;

4.14.3 the reason for the Travel and how it will benefit the Australian cotton industry;

4.14.4 the estimated total Travel costs;

4.14.5 any Third Party Resources;

4.14.6 the amount of the Funding to be provided; and

4.14.7 the timing of the Travel and submission of a Travel report.

4.15 An Agreement is formed when the Research Provider returns an executed Travel Approval to the CRDC and the CRDC executes the Travel Approval.

4.16 The CRDC must provide a copy of the executed Agreement to the Research Provider.

4.17 Subject to clause 1.9, the parties agree that the terms of each Agreement for Travel will consist of:

4.17.1 the terms in Parts 1 and 2 of this Deed;

4.17.2 the terms in Part 5 of this Deed; and

4.17.3 any other terms contained in the Travel Approval.

Major Capital Items

4.18 If the CRDC determines to provide Funding to the Research Provider for the acquisition of any Major Capital Items, the CRDC will issue to the Research Provider a Major Capital Item Approval in the form set out in schedule 1 to this Deed.

4.19 A Major Capital Item Approval must include in the Approval or in the documents listed on and attached to the Approval:

4.19.1 a description of the Major Capital Item;

4.19.2 the reason for acquiring the Major Capital Item, what its primary use and secondary uses will be, and how this will benefit the Australian cotton industry;

4.19.3 the estimated total costs of the Major Capital Item and the estimated useful life of the item to the Research Provider;

4.19.4 the reasonable depreciation rate and depreciation method to be applied by the Research Provider;

4.19.5 any Third Party Resources;

4.19.6 the amount of the Funding to be provided;

4.19.7 the Term of the Agreement, which will include the period for which the Major Capital Item will be available for use primarily for research benefiting the Australian cotton industry; and

4.19.8 if the CRDC or the Research Provider owns the Major Capital Item during the Term of the Agreement.

4.20 An Agreement is formed when the Research Provider returns an executed Major Capital Item Approval to the CRDC and the CRDC executes the Major Capital Item Approval.

4.21 The CRDC must provide a copy of the executed Agreement to the Research Provider.

4.22 Subject to clause 1.9, the parties agree that the terms of each Agreement for a Major Capital Item will consist of:

4.22.1 the terms in Parts 1 and 2 of this Deed;

4.22.2 the terms in Part 6 of this Deed; and

4.22.3 any other terms contained in the Major Capital Item Approval.

CRDC not bound to provide Funding

4.23 The Research Provider acknowledges that it is one of a number of research organisations which may be requested by the CRDC to conduct research in relation to the Australian cotton industry.

4.24 The CRDC is not obliged to provide Funding to the Research Provider pursuant to this Deed in relation to project, scholarship, travel or major capital items and may at any time, at its sole discretion, provide funding to other research providers, organisations or individuals in relation to Australian cotton industry research and development or related activities.

Research Provider to remain responsible

4.25 The Parties agree that the Research Provider will be solely responsible for ensuring that its Project Team, Scholarship Recipient and Supervisor comply with the terms of any acknowledgement provided under clauses 4.3 or 4.11.

5 FUNDING AND RESOURCES

5.1 Subject to this Deed and the applicable Agreement, the CRDC must:

5.1.1 pay to the Research Provider the Funding; and

5.1.2 provide the CRDC Material,

specified in an Agreement.

5.2 The Research Provider must provide or obtain at no cost to the CRDC:

5.2.1 all Research Provider Material and Research Provider Resources specified in an Agreement; and

5.2.2 all other resources necessary to perform an Agreement for a Project, Scholarship, Travel or Major Capital Item, including additional funding, all necessary facilities, services, premises, personnel, livestock, organisms (whether living or dead), IP, technology, Third Party assistance and any other resources required by the Research Provider to fulfil its obligations set out in the Agreement.

5.3 All payments of the Funding by the CRDC to the Research Provider pursuant to an Agreement are subject to:

5.3.1 receipt of a properly rendered Tax Invoice for the relevant instalment of the Funding;

5.3.2 in the case of a Project or Scholarship, satisfactory progress of the Project or Scholarship in accordance with the relevant Agreement, as determined by the CRDC acting reasonably;

5.3.3 in the case of Travel, the Travel Recipient undertaking the Travel;

5.3.4 in the case of a Major Capital Item, the purchase of the Major Capital Item by the Research Provider and a copy of the receipt being sent to the CRDC;

5.3.5 delivery by the Research Provider, and acceptance by the CRDC acting reasonably, of any reports which are required to be delivered in accordance with this Deed or the Agreement; and

5.3.6 Ministerial approval in relation to the Funding.

5.4 The CRDC may, without derogating from any other right it may have, including to terminate in accordance with clause 20 or 21:

5.4.1 defer payment of an instalment of the Funding in relation to an Agreement if:

(a) the Research Provider fails to comply with the requirements set out in clause 5.3; or

(b) the CRDC does not have sufficient funds at the time an instalment is due; and

5.4.2 suspend payment of Funding in relation to an Agreement if the Research Provider fails to comply with this Deed or the Agreement, and the breach is capable of remedy, until such breach is remedied to the reasonable satisfaction of the CRDC.

5.5 Any deferment or suspension pursuant to clause 5.4 does not constitute a breach of this Deed or an Agreement by the CRDC nor cause any liability to arise in relation to any loss, damage, liability, cost or expense suffered by the Research Provider.

5.6 If the CRDC defers payment of an instalment of Funding pursuant to clause 5.4.1(b), the Research Provider may:

5.6.1 and must if required by the CRDC, suspend work under the Agreement for which payment of Funding has been deferred; and

5.6.2 terminate the Agreement for which payment of Funding has been deferred, for convenience pursuant to clauses 20.1, 20.2 and 20.3 (as if the Research Provider were the CRDC for the purpose of those clauses) by providing the CRDC at least 20 Business Days' notice and provided that, if at any time during the period of notice the CRDC is able to continue the deferred Funding, the Research Provider must withdraw the notice of termination.

5.7 In relation to any Funding for a Project unused in a Year (**Surplus Funding**):

5.7.1 subject to clauses 5.7.2, 5.7.3 and 5.7.4, Surplus Funding which exists at the end of a Financial Year which is identified in a Financial Report may be carried over for use by the Research Provider in the next Financial Year;

5.7.2 the Research Provider must obtain the CRDC's written consent to proceeding in accordance with clause 5.7.1 if the Surplus Funding is more than 10% of the Funding for that Financial Year;

5.7.3 the CRDC acting reasonably may reduce or defer Funding payable for the Project if it considers there is an excess of Surplus Funding; and

5.7.4 if any Surplus Funding exists, as identified in the Financial Report on the Completion Date of a Project or, if terminated earlier, the date of termination of an Agreement, the Research Provider must refund to the CRDC any such Surplus Funding within 60 Business Days after the Completion Date or the date of termination, whichever is the earlier.

5.8 If any Funding provided for acquisition of a Major Capital Item is not used by the Research Provider for the acquisition, the Research Provider must refund to the CRDC the amount of any unspent Funding within 20 Business Days after the earliest of the date of acquisition of the Major Capital Item, the Completion Date and the date of termination of the Agreement.

5.9 The CRDC will not be liable to pay Funding to the Research Provider for any work undertaken or expenditure incurred by the Research Provider pursuant to this Deed or any Agreement, unless this Deed and the relevant Agreement have been signed by both Parties.

6 THIRD PARTY RESOURCES

6.1 The Third Party Resources to be obtained by the Research Provider in relation to the conduct an Agreement:

6.1.1 must be set out in the relevant Approval; or

6.1.2 otherwise may only be obtained by the Research Provider with the prior written approval of the CRDC.

6.2 The CRDC will, through execution of the Approval or a subsequent variation to an Agreement, agree to the terms on which the Third Party will provide the Third Party Resources to the Research Provider.

6.3 If the Third Party Resources are unavailable or reduced by any amount, or the Research Provider becomes aware of a potential unavailability or reduction, the Research Provider must:

6.3.1 notify the CRDC in writing within 15 Business Days after becoming aware of the matter, including the reasons and the anticipated impact on the Agreement; and

6.3.2 within 60 Business Days after becoming aware of the reduction or potential reduction, take all reasonable steps to secure alternative funding, or contributions from Third Parties, that is or are acceptable to the CRDC, in the CRDC's reasonable opinion. In the event that the Research Provider cannot secure alternative funding or contributions from Third Parties, the Parties agree to negotiate in good faith to reduce the scope of, or otherwise terminate, the relevant Agreement.

6.4 If the Research Provider becomes aware of a potential increase in the Third Party Resources, the Research Provider must notify the CRDC in writing within 15 Business Days after becoming aware of the matter of:

6.4.1 the reasons for the proposed increase;

6.4.2 the anticipated impact of the proposed increase on the Agreement; and

6.4.3 the introduction of any IP or impact on any rights in any Project Technology or Scholarship Technology, including any changes that may be required to the IP Register,

and must request the CRDC's approval to the proposed increase.

6.5 The Research Provider must not accept any increase or decrease in the Third Party Resources set out in an Agreement without the CRDC's prior written approval.

7 MATERIAL

Acknowledgments

7.1 The Research Provider acknowledges the CRDC's ownership or control by licence of CRDC Material.

7.2 The CRDC acknowledges the Research Provider's ownership or control by licence of Research Provider Material.

IP Register

7.3 The Research Provider must provide to the CRDC for each Project or Scholarship an IP Register listing IP information relevant to the Project or Scholarship in the form set out in schedule 2 to this Deed.

7.4 The Research Provider must:

7.4.1 regularly review and update the IP Register as necessary to reflect all changes from time to time in the IP used in respect of the Project or Scholarship;

7.4.2 provide to the CRDC an updated version of the IP Register identifying the changes from the previous version of the document provided by the Research Provider to the CRDC within 20 Business Days after any change; and

7.4.3 provide to the CRDC a current version of the IP Register within 20 Business Days after request from the CRDC.

Use of CRDC Material and Research Provider Material

7.5 The Research Provider must:

7.5.1 ensure that the CRDC Material in its care, custody or control is used, copied, supplied or reproduced only for the purposes of the Agreement for which it was provided;

7.5.2 ensure that the CRDC Material is maintained in good order and repair and must meet all costs of any repairs or replacement for loss or damage caused or contributed by the Research Provider or its Personnel;

7.5.3 keep the CRDC Material safe; and

7.5.4 use the CRDC Material strictly in accordance with any conditions notified to it by the CRDC.

7.6 On the termination of any Agreement, each party must:

7.6.1 return to the other party within 15 Business Days any CRDC Material or Research Provider Material relevant to the Agreement in its care, custody or control provided that:

(a) each party may retain a copy of such CRDC Material or Research Provider Material as is required for it to derive the benefit of the Project Technology or Scholarship Technology as contemplated by this Deed or the Agreement; and

(b) each party may retain a copy reasonably necessary for it to comply with any legal obligation; and

7.6.2 otherwise comply with any reasonable direction provided by the other party for the return or disposal of any such CRDC Material or Research Provider Material.

Background IP

7.7 Background IP must be:

7.7.1 specified in the relevant Approval; or

7.7.2 otherwise approved by the CRDC under clause 7.8.2.

7.8 The Research Provider must:

7.8.1 notify the CRDC of full details of all Background IP that it proposes to contribute to or make available for use in connection with the Project or Scholarship that is not specified in the relevant Approval, and all applicable Background Conditions; and

7.8.2 obtain the CRDC's written approval before contributing it to or making it available for use in connection with the Project or Scholarship.

7.9 Each party grants to the other party a non-exclusive, non-transferable, royalty-free licence of its Background IP to use, reproduce and adapt the Background IP in accordance with this Deed for the purpose of undertaking the Project or Scholarship.

7.10 If a party becomes aware of any change to Background Conditions:

7.10.1 it must notify the other party of the change within 10 Business Days after becoming aware of the change; and

7.10.2 the change must be recorded in the IP Register within 20 Business Days of that notice.

Use of Background IP

7.11 A Provider provides Background IP on the following bases:

7.11.1 the Background IP is provided to, and must be used by, the other party subject to any Background Conditions;

7.11.2 as between the other party and the Provider, the Provider retains the right to control the Background IP and, if relevant, it remains the Provider's property;

7.11.3 the Provider is free to continue to use and deal with Background IP outside the Project or Scholarship as long as it can still be used by the other party and any Commercialisation Entity for the purposes for which it was provided, including Commercialisation; and

7.11.4 if the Provider transfers ownership of the Background IP to a Third Party, the transfer must be subject to a licence being granted by that Third Party to the parties to any affected Agreement in the same terms as the licence granted by the Provider under this Deed.

Use of Background IP by Commercialisation Entity

7.12 Each Provider of Background IP must give the Commercialisation Entity, subject to the Background Conditions, the option to negotiate with it terms for a non-exclusive licence of its Background IP that may be necessary or desirable for Commercialisation of any Project Technology or Scholarship Technology.

7.13 The terms of the licence referred to in clause 7.12 are those, if any, contained in the relevant Background Conditions and those agreed or determined under clause 7.14.

7.14 Any of the terms of the licence referred in clause 7.12 that are not contained in the relevant Background Conditions must be agreed or determined as follows:

7.14.1 in respect of Project Technology or Scholarship Technology to be Commercialised in Australia, the Provider must provide a licence on reasonable commercial terms being terms no less favourable than those that the Provider would offer to any Third Party in an arms' length commercial dealing (**Reasonable Terms**); and

7.14.2 in respect of any Project Technology or Scholarship Technology to be Commercialised outside Australia, the Provider may determine whether and on what terms it provides any Background IP on a case by case basis.

7.15 If the terms of the licence referred to in clause 7.12 cannot be agreed within 20 Business Days or within any longer timetable for negotiation of such licence as agreed by the parties, the parties must refer the matter to dispute resolution pursuant to clause 25.3. In the event that the dispute has not been resolved within 30 Business Days (or such other period as agreed by the parties in writing) after the appointment of the mediator or conciliator in accordance with clause 25.3, the terms of the licence referred to in clause 7.14.1 will be the Reasonable Terms determined by an Expert.

7.16 Each party warrants to the other that, to the best of its knowledge at the date its Background IP is contributed or made available, after having made reasonable inquiries and subject to any Background Conditions:

7.16.1 it has the right to control, is the owner of, or is otherwise entitled to provide, the Background IP; and

7.16.2 the Background IP may be used in accordance with this Deed.

8 PROJECT TECHNOLOGY AND SCHOLARSHIP TECHNOLOGY

Ownership of Project Technology

8.1 The Research Provider must ensure that all Project Technology (excluding copyright in Reports and copyright that remains with students under this Deed) is owned and dealt with in accordance with the applicable Project Approval.

8.2 Where Project Technology is owned by both parties, it will be owned as tenants in common in accordance with schedule 1 to this Deed.

8.3 If a contribution is made by a Third Party as specified in the Project Approval and the Third Party is to take a share of ownership of Project Technology:

8.3.1 the Third Party will be deemed to be included as a party for the purpose of this clause 8;

8.3.2 the Research Provider must ensure that the Third Party complies with the obligations set out in this clause 8; and

8.3.3 the Third Party will otherwise derive its rights and obligations in respect of the Project as though it were a sub-contractor to the Research Provider and the Research Provider will be responsible for entering into an appropriate agreement (reflecting the terms of the applicable Agreement) with the Third Party so as to ensure that the Research Provider is able to comply with its obligations, and enjoy any rights, arising out of the applicable Agreement.

8.4 The Research Provider warrants that, to the best of its knowledge after making reasonable enquiries, except as set out in the IP Register no other person owns or will own a share of the Project Technology.

Ownership of Scholarship Technology

8.5 The Research Provider must ensure that all Scholarship Technology (excluding copyright in Reports and copyright that remains with students under this Deed) is owned and dealt with in accordance with the applicable Scholarship Approval.

8.6 Where Scholarship Technology is owned by more than one party, it will be owned as tenants in common.

8.7 The Research Provider warrants that, to the best of its knowledge after making reasonable enquiries, except as set out in the IP Register no other person owns or will own a share of the Scholarship Technology.

Educational use and Internal Research

8.8 The CRDC grants to the Research Provider a world-wide, non-exclusive, royalty-free licence to use Project Technology and Scholarship Technology for education purposes with its students provided that it does not:

8.8.1 disclose Confidential Information;

8.8.2 prejudice the protection of the Project Technology or Scholarship Technology; and

8.8.3 prejudice the Commercialisation of the Project Technology or Scholarship Technology.

8.9 Each party grants to the other party a world-wide, non-exclusive, royalty-free licence to use Project Technology and Scholarship Technology for Internal Research.

Notification of development

8.10 If Project Technology or Scholarship Technology is developed which is protectable, commercially valuable or otherwise significant, the Research Provider must promptly update the IP Register and notify the CRDC (and include all such notifications in the next Progress Report and the Final Report).

Notification of intended disposal

8.11 If Project Technology or Scholarship Technology is jointly owned by the parties, a party must not dispose of, transfer, encumber, assign, license the use of or otherwise deal with its interest in the Project Technology or Scholarship Technology without the prior written consent of the other party, such consent not to be unreasonably withheld.

8.12 If a party is the sole owner of Project Technology or Scholarship Technology:

8.12.1 it must notify the other if it intends to dispose of, transfer, encumber, assign, license the use of or otherwise deal with its interest in the Project Technology or Scholarship Technology to a Third Party in a manner which has not already been agreed in writing by the parties;

8.12.2 the other party will have the right of first refusal to purchase or license the other party's interest in the Project Technology or Scholarship Technology; and

8.12.3 if the parties cannot agree on the terms of the purchase or licence within 3 months of notification under clause 8.12.1, the offering party may dispose of, transfer, encumber, assign, license the use of or otherwise deal with its interest in the Project Technology to a Third Party but must not do so on any more favourable terms than those offered to the other party.

Protection of rights

8.13 If an infringement or potential infringement of Project Technology or Scholarship Technology by a Third Party is identified, in the first instance the parties will attempt to agree on a course of action to be undertaken (if any) jointly by the parties, at their shared cost, to address the infringement or potential infringement.

8.14 If the parties are unable within 20 Business Days to agree on a joint course of action:

8.14.1 one of the parties (Declining Party) may, in its absolute discretion, permit the other party (Acting Party) to take legal or other action against the Third Party in the joint names of the parties subject to the Acting Party giving the Declining Party an indemnity in an agreed form; or

8.14.2 the Acting Party may take legal or other action against the Third Party in its own name alone.

8.15 Any action by the Acting Party pursuant to clause 8.14 will be at its expense in all respects, and it will have the sole control of the form and conduct of the action and may settle, compromise or discontinue the action as it thinks fit, and will be entitled to any award or costs or damages made in relation to that action. The Declining Party must (at the expense of the Acting Party in all respects) provide all assistance reasonably required by the Acting Party in the conduct of the proceedings.

Compilation

8.16 The Research Provider must ensure that all Project Technology and Scholarship Technology:

8.16.1 is neatly and legibly compiled and adequately documented and contains sufficient evidence (including laboratory notes) required to support all conclusions, findings and opinions;

8.16.2 is provided in the format specified in the relevant Approval, or if none is specified, in the format specified in the Researchers' Handbook; and

8.16.3 is provided in the form and manner reasonably requested by the Project Administration Manager.

Reports

8.17 The CRDC will own the copyright in all Reports, but not the Project Technology or Scholarship Technology disclosed in the Reports unless specified in the applicable Agreement.

9 EXPLOITATION OF PROJECT TECHNOLOGY AND SCHOLARSHIP TECHNOLOGY

Primary Aim

9.1 The parties:

9.1.1 acknowledge that the primary aim of this Deed and any Agreement is to provide benefit to the Australian cotton industry;

9.1.2 the maximisation of commercial returns is a secondary aim, which the parties agree will not be pursued to the detriment of the primary aim; and

9.1.3 undertake to work together, in good faith, to further the adoption, dissemination and Exploitation of Project Technology and Scholarship Technology which maximise the benefit for the Australian cotton industry.

Adoption Pathway Proposal

9.2 The Research Provider must provide an Adoption Pathway Proposal for the Project Technology or Scholarship Technology with its Application.

9.3 The Research Provider acknowledges that the CRDC will have regard to the Adoption Pathway Proposal in deciding whether to Fund the Project or Scholarship.

9.4 The Adoption Pathway Proposal must address the benefits, costs and risks of Exploiting Project Technology and Scholarship Technology, including:

9.4.1 by dissemination through the public domain;

9.4.2 by dissemination through the Australian cotton industry;

9.4.3 by restricting the use to allow further research only; or

9.4.4 by Commercialisation.

9.5 The Research Provider must update the Adoption Pathway Proposal, with any significant changes, with each Progress Report and when the IP Register is updated.

9.6 Changes to the Adoption Pathway Proposal must be approved by the CRDC, acting reasonably.

Exploitation Plan

9.7 The Research Provider must provide to the CRDC an Exploitation Plan prior to Exploitation of Project Technology or Scholarship Technology.

9.8 The Exploitation Plan must be based on the most recently approved Adoption Pathway Proposal.

9.9 The Exploitation Plan must provide details of:

9.9.1 the methods to be used to achieve adoption of Project Technology or Scholarship Technology;

9.9.2 a timeline for Exploitation of Project Technology or Scholarship Technology, not exceeding two years;

9.9.3 Research Provider resources to be used;

9.9.4 Third Party resources to be used; and

9.9.5 any recommendation for a Commercialisation Plan.

9.10 The Research Provider may Exploit any Project Technology or Scholarship Technology solely owned by it subject to the Research Provider:

9.10.1 providing to the CRDC its proposed Exploitation Plan not less than 40 Business Days prior to the intended commencement of any Exploitation of Project Technology or Scholarship Technology; and

9.10.2 the CRDC must respond within 20 Business Days stating whether or not it approves the proposed Exploitation Plan and must not unreasonably withhold its approval.

9.11 If the parties jointly own Project Technology or Scholarship Technology:

9.11.1 the party intending to Exploit it must obtain the prior written approval of the other party;

9.11.2 the party must submit an Exploitation Plan to the other party not less than 40 Business Days prior to the intended commencement of that Exploitation; and

9.11.3 the recipient must respond within 20 Business Days stating whether or not it approves the proposed Exploitation Plan and must not unreasonably withhold its approval.

9.12 Exploitation of Project Technology or Scholarship Technology will be on the terms:

9.12.1 determined pursuant to clause 9.10 in respect of IP owned solely by the Research Provider;

9.12.2 determined pursuant to clause 9.11 in respect of any jointly owned IP; and

9.12.3 determined by the CRDC in its absolute discretion in respect of any IP owned solely by the CRDC.

Commercialisation Plan

9.13 Subject to clause 9.15.2, if a party wishes to Commercialise Project Technology or Scholarship Technology:

9.13.1 the party must obtain the prior written approval of the other party;

9.13.2 the party must submit a Commercialisation Plan to the other party not less than 40 Business Days prior to the intended commencement of that Commercialisation;

9.13.3 the Commercialisation Plan must be based on the most recently approved Exploitation Plan; and

9.13.4 the recipient must respond within 20 Business Days stating whether or not it approves the proposed Commercialisation Plan and must not unreasonably withhold its approval.

9.14 The Commercialisation Plan must:

9.14.1 provide a summary of the general approach to be adopted with respect to the Commercialisation;

9.14.2 specify the objectives and strategies of the Commercialisation Plan;

9.14.3 specify the target markets, including by geographic location and size;

9.14.4 specify the anticipated returns from the Commercialisation, including forecast gross royalty, Commercialisation expenses, basis for sharing royalties between that proportion attributable to the Intellectual Property and that attributable to subsequent investment, and any other relevant factors;

9.14.5 outline how the Commercialisation is proposed to be undertaken by the Commercialisation Entity and:

(a) specify how the Commercialisation Entity will be or has been selected;

(b) provide a copy of any expression of interest or other document that was used or is proposed to be used to select the Commercialisation Entity;

(c) if the Commercialisation Entity has been selected, provide full details of the Commercialisation Entity and specify the relationship between the party and the Commercialisation Entity and the reasons for and benefit of Commercialising the Intellectual Property with the Commercialisation Entity; and

(d) specify the general grounds on which the performance of the Commercialisation Entity will be measured and approved by the parties;

9.14.6 specify what other opportunities were considered by the party or Commercialisation Entity;

9.14.7 identify what the party believes to be the benefits, costs and risks of the Commercialisation Plan for the Australian cotton industry and provide details of risk management strategies; and

9.14.8 indicate why the party considers that the Commercialisation Plan:

(a) is not detrimental or prejudicial to the Australian cotton industry; and

(b) is otherwise in the interests of the Australian cotton industry.

9.15 Commercialisation of Project Technology or Scholarship Technology will be on the terms:

9.15.1 determined pursuant to clause 9.13 in respect of IP owned solely by the Research Provider or any jointly owned IP; and

9.15.2 determined by the CRDC in its absolute discretion in respect of any IP owned solely by the CRDC.

Assignment of ownership if no Exploitation

9.16 If:

9.16.1 the Research Provider:

(a) owns or jointly owns any Project Technology or Scholarship Technology; and

(b) has not submitted an Exploitation Plan to the CRDC in respect of the Project Technology or Scholarship Technology within two years of completion of the relevant Project or Scholarship or termination of the relevant Agreement or such longer period as the parties agree; and

(c) the CRDC gives notice that it wishes to take an assignment of that Project Technology or Scholarship Technology and the Research Provider does not submit an Exploitation Plan within one (1) month of such notice; or

9.16.2 the Research Provider advises the CRDC that it does not intend to undertake Exploitation of the Project Technology or Scholarship Technology,

the CRDC may by notice to the Research Provider require the Research Provider to transfer ownership of the Project Technology or Scholarship Technology to the CRDC in order to enable the CRDC to undertake Exploitation of the Project Technology or Scholarship Technology.

9.17 If the CRDC gives a notice to the Research Provider pursuant to clause 9.16:

9.17.1 the Research Provider must promptly do all things necessary to transfer the ownership of the Project Technology or Scholarship Technology to the CRDC, including executing all necessary documents and obtaining all necessary licences from Third Parties to:

(a) transfer to the CRDC the Research Provider's interest in the Project Technology or Scholarship Technology;

(b) grant (or obtain the grant) to the CRDC an irrevocable, perpetual, world-wide, non-exclusive licence (including the right to sub-license) to use, reproduce, adapt and Exploit any Background IP contained in the Project Technology or Scholarship Technology; and

(c) use its best endeavours to procure the licence referred to in clause 9.17.1(b) on royalty-free terms or, if this is not achievable, on the best available commercial terms;

9.17.2 the Research Provider must, at the CRDC's cost, provide reasonable assistance to the CRDC to assist it to implement its Exploitation Plan for the Project Technology or Scholarship Technology;

9.17.3 the CRDC, acting reasonably, must consider any application by the Research Provider for recognition of any Background IP created by the Research Provider;

9.17.4 the CRDC must pay to the Research Provider its share of any Project Income derived by the CRDC from the Exploitation of the Project Technology or Scholarship Technology (less any amount paid by the CRDC pursuant to clause 9.17.2). and

9.17.5 the licences in clauses 8.8 and 8.9 will be granted by CRDC to the Research Provider in respect of any Project Technology or Scholarship Technology assigned to CRDC under this clause 9.17.

Registration

9.18 Either party may seek and obtain any registration of Project Technology or Scholarship Technology solely owned by it without notifying to the other party if it does not wish to have the costs of registration taken into consideration in the calculation of any shared Commercialisation costs.

9.19 If either party wishes on reasonable grounds to seek registration of Project Technology or Scholarship Technology:

9.19.1 solely owned by it and it wishes to have the costs of registration taken into consideration in the calculation of any shared Commercialisation costs; or

9.19.2 in which the ownership is shared with the other party,

it must notify the other party of the details of the proposed registration strategy not less than 40 Business Days prior to the intended date of registration, including details of:

9.19.3 the type of registration;

9.19.4 the countries in which registration is to be sought;

9.19.5 who will be the owner of the registered Project Technology or Scholarship Technology;

9.19.6 the anticipated costs and benefits of the registration and how those costs and benefits will be allocated between the parties; and

9.19.7 the Exploitation Plan and Commercialisation Plan for the relevant Project Technology or Scholarship Technology;

and obtain the other party's written approval before proceeding. The other party must, acting reasonably, provide its approval or rejection of the proposed strategy within 20 Business Days of receipt of the notification and, if it rejects the strategy, must provide reasons for doing so.

10 PROJECT INCOME AND SCHOLARSHIP INCOME

10.1 The respective shares of the parties and any Third Parties to Project Income or Scholarship Income will be their respective shares set out in the Approval (or such other shares as may be agreed in writing by the parties during the Term) subject to:

10.1.1 alterations to those shares to take account of the value of any Background IP provided by either party for the Project or Scholarship as agreed between the parties (or if the parties cannot agree on the value they must refer the matter to dispute resolution pursuant to clause 25.3). In the event that the dispute has not been resolved within 30 Business Days (or such other period as agreed by the parties in writing) after the appointment of the mediator or conciliator in accordance with clause 25.3, the value will be determined by an Expert;

10.1.2 payment of the costs directly associated with the Commercialisation and protection of the Project Technology or Scholarship Technology; and

10.1.3 alterations to those shares to take account of other terms as may be agreed by the parties.

10.2 If a party receives any Project Income, Scholarship Income or CRDC Income (**Income**) in relation to a Project or Scholarship, the Recipient must:

10.2.1 within 20 Business Days of receiving the Income, notify the other party that the Recipient holds such Income;

10.2.2 not use, dispose of, transfer, encumber, assign or otherwise deal with the Income without the prior written approval of the other party, except where the Recipient is a government agency or education institution;

10.2.3 promptly pay to the CRDC all the CRDC Income; and

10.2.4 promptly pay to the other party that party's share of the Project Income or Scholarship Income in accordance with clause 10.1.

10.3 The Research Provider acknowledges that the CRDC is solely entitled to, and the Research Provider is not entitled to, any CRDC Income.

10.4 The party receiving any Project Income or Scholarship Income must pay to the other party any applicable GST in respect of the payment of that party's share of such Project Income or Scholarship Income. The GST payment must be made at the same time as the payment of that other party's share of the relevant Project Income or Scholarship Income.

10.5 If any GST is payable by a party in accordance with clause 10.4, the other party must provide to the first party a Tax Invoice in respect of that payment.

11 GOVERNMENT TAXES, LEVIES AND CHARGES

11.1 All Funding is inclusive of all levies and taxes other than GST.

11.2 Subject to this clause 11.2, the amounts payable to the Research Provider pursuant to an Agreement (**Original Amount Payable**) do not include GST on any taxable supplies as determined pursuant to the GST Law (unless otherwise specified).

11.3 If a supply by the Research Provider pursuant to this Deed or an Agreement is a taxable supply pursuant to the GST Law, the Research Provider may increase the Original Amount Payable by the CRDC (not including any GST which has been specified) by the amount of GST which will become payable on that part of the Original Amount Payable which relates to a taxable supply as if that part of the Original Amount Payable is the value of the supply for the purposes of the GST Law.

11.4 If a taxable supply is made by the Research Provider pursuant to this Deed or an Agreement, the Research Provider must provide to the CRDC a Tax Invoice for the relevant supply in accordance with clause 5.3.1.

11.5 Any outgoing cost, expense or cost paid or payable by the Research Provider which may be reimbursed by the CRDC must first be reduced by the amount of any input tax credit entitlement before being claimed from the CRDC.

11.6 If a payment by a party (**Responsible Party**) to satisfy a claim by the other party (**Claiming Party**) pursuant to or in connection with this Deed or an Agreement gives rise to a liability to pay any GST in respect of a taxable supply, the Responsible Party must pay, and indemnify the Claiming Party against, the amount of that GST.

11.7 The amount recoverable by the Claiming Party in respect of any claim pursuant to or in connection with this Deed or an Agreement includes the amount of GST payable on the cost or expense in relation to which the claim is made, but will exclude the amount of any input tax credit or other credit to which the Claiming Party, as the taxable supplier, is entitled in respect of the cost or expense recovered.

11.8 The parties each warrant that they are registered in accordance with the GST Law and that each party will notify the other if it ceases to be registered for the purpose of the GST Law or if there is a change in its ABN.

12 DEED AND AGREEMENT ADMINISTRATION

Administration

12.1 Each party must at all times during the Term of this Deed and each Agreement ensure that it has nominated suitably qualified persons as required for the proper administration of the performance of this Deed and each Agreement. The individuals responsible on behalf of the parties for the administration of this Deed and each Agreement will be:

12.1.1 for the CRDC, the Project Administration Manager; and

12.1.2 for the Research Provider:

(a) for formal and contractual matters, the Research Provider Representative; and

(b) for issues related to day to day performance of each Project, the Project Administrator.

12.2 The Research Provider Representative and the Project Administrator must liaise with, and report to, the Project Administration Manager as reasonably required by the Project Administration Manager during the Term of this Deed and each Agreement.

12.3 The Research Provider must comply with any reasonable direction given by the Project Administration Manager on behalf of the CRDC within the general scope of administration of this Deed or an Agreement.

12.4 Any direction which the CRDC may make, give or issue pursuant to the provisions of this Deed or an Agreement, if made, given or issued in accordance with clause 12.1.2 to the Research Provider Representative or the Project Administrator in respect of an Agreement, will be deemed to be made, given or issued to the Research Provider.

12.5 The Project Administration Manager and the Research Provider Representative have the authority to receive and sign formal notices and written communications in respect of this Deed and each Agreement.

12.6 Notwithstanding any other term of this Deed or an Agreement:

12.6.1 the Project Administration Manager; and

12.6.2 unless CRDC has been otherwise notified in writing by the signatory to this Deed for the Research Provider, the Research Provider Representative,

do not have the authority to amend the terms of this Deed or an Agreement.

13 AUDITS AND ACCESS TO RESEARCH PROVIDER'S PREMISES AND RECORDS

13.1 Without limiting any specific reporting requirements specified in Parts 3, 4 and 5 of this Deed or in an Agreement, the Research Provider must at all times maintain proper accounts and records in relation to each Project, Scholarship, Travel and Major Capital Item, including as specified in the relevant Approval.

13.2 The Research Provider must participate co-operatively in audits of this Deed or any Agreement at the frequency, and in relation to the matters, specified by the CRDC, including on an ad hoc basis if reasonably requested by the CRDC, for the purpose of:

13.2.1 ensuring that this Deed or the Agreement is being properly performed and administered;

13.2.2 assessing the conduct of a Project or Scholarship;

13.2.3 auditing a Project, Scholarship, Travel or Major Capital Item;

13.2.4 inspecting any records and Data required to be retained in relation to this Deed or the Agreement; and

13.2.5 undertaking any other evaluation of a Project, Scholarship, Travel or Major Capital Item .

13.3 The CRDC may appoint an independent person to assist in the audits.

13.4 For the purpose of this clause 13, the Research Provider must grant, at all reasonable times after receiving at least 15 Business Days' notice, to:

13.4.1 the CRDC, including the Project Administration Manager and any other persons authorised in writing by the Executive Director;

13.4.2 the CRDC's auditors; and

13.4.3 the Australian Auditor-General or a delegate of the Auditor-General for the purposes of performing the Auditor-General's statutory functions,

reasonable access to the Research Provider's premises, records, accounts and other financial material or material relevant to this Deed or any Agreement wherever stored, in the custody, possession or control of the Research Provider or its Personnel for inspection and copying.

13.5 In the exercise of its rights granted by this clause 13, the CRDC will:

13.5.1 comply with the Research Provider's reasonable directions in relation to any access, security and occupational health and safety issues; and

13.5.2 in the case of an audit of a Project or Scholarship, use reasonable endeavours not to interfere with the Research Provider's conduct of the Project or Scholarship in any material respect.

13.6 In the case of documents or records stored on a medium other than in writing, the Research Provider must make available on request such reasonable facilities as may be necessary to enable a legible reproduction to be created at no additional cost to the CRDC.

13.7 Each party must bear its own costs of any audits, except that if:

13.7.1 the CRDC conducts additional audits of the performance of any one Agreement in any Financial Year during the Term; and

13.7.2 no material non-compliances by the Research Provider with its obligations pursuant to the Agreement are revealed by an additional audit:

the CRDC will pay the reasonable, substantiated costs of the Research Provider for its participation in that additional audit. For the purposes of this clause 13.7, a **material non-compliance** is a breach of this Deed or an Agreement or any financial error representing more than 5% of the Funding for the Year audited.

13.8 The requirement for, and participation in, audits does not in any way reduce the Research Provider 's responsibility to perform its obligations in accordance with this Deed or any Agreement.

13.9 This clause 13 applies for the Term and for a period of 7 years from the date of the termination of this Deed or any Agreement as the case may be.

14 PUBLICATION

14.1 The Research Provider must not Publish any of the Project Technology or Scholarship Technology during the Term or for a period of 1 year following completion of the relevant Project or Scholarship or termination of the relevant Agreement (or any longer period agreed under clause 9.16.1(b)) except with the written consent of the CRDC unless:

14.1.1 the Project has been completed and the Final Report has been submitted to the CRDC and approved by the CRDC;

14.1.2 the CRDC and the Research Provider have agreed in writing that there is no Commercialisable Project Technology or Scholarship Technology; and

14.1.3 the CRDC has approved the release of the Project Technology or Scholarship Technology into the public domain.

14.2 The CRDC's written approval to any request for Publication made by the Research Provider pursuant to clause 14.1 must not be unreasonably withheld and may only be withheld on the grounds specified in clause 14.5. The CRDC must use its best endeavours to provide its consent (or otherwise) within 10 Business Days of the receipt of the Research Provider’s request in accordance with clause 14.3.

14.3 Any request made to the CRDC for consent to Publish details of the Project Technology or Scholarship Technology must contain:

14.3.1 a copy of the material containing the Project Technology or Scholarship Technology in the form in which it is proposed to be Published; and

14.3.2 details of how, where and when the material provided in accordance with clause 14.3.1 is proposed to be Published.

14.4 The Research Provider must:

14.4.1 acknowledge the CRDC as a funding source on the relevant Publication in the form set out in schedule 6 to this Deed;

14.4.2 where appropriate, include a disclaimer in the form set out in schedule 6 to this Deed;

14.4.3 subject to this clause 14 and clauses 15 and 16, make any changes to the way the Project Technology or Scholarship Technology is proposed to be Published as reasonably requested by the CRDC; and

14.4.4 provide to the CRDC one electronic copy of the proposed Publication in high resolution, colour PDF format.

14.5 The CRDC may withhold its consent to the proposed Publication of any material by the Research Provider where such Publication:

14.5.1 contains Confidential Information or Personal Information;

14.5.2 may prejudice the protection of the Project Technology or Scholarship Technology;

14.5.3 may prejudice the Commercialisation of the Project Technology or Scholarship Technology;

14.5.4 has not been subject to peer review and, in the CRDC's reasonable opinion, requires peer review; or

14.5.5 following peer review, the CRDC considers on reasonable grounds that the proposed Publication is not considered acceptable for publication in a recognised journal.

14.6 If the CRDC withholds its consent to Publication pursuant to clause 14.5, the Research Provider may submit a revised proposal for Publication in accordance with clause 14.3 or refer the matter to dispute resolution pursuant to clause 25.

14.7 Subject to clause 14.9, the CRDC reserves the right to Publicise and report on the award of Funding to the Research Provider and details of Projects, Scholarships, Travel, Major Capital Items, Project Technology and Scholarship Technology in its absolute discretion in media releases, in general announcements, in its Annual Report and Annual Operating Plan and on its website.

14.8 The Research Provider reserves the right to Publicise and report on the award of Funding on its website.

14.9 The CRDC must obtain the Research Provider's prior written consent to the Publication of Project Technology or Scholarship Technology that is jointly owned or solely owned by the Research Provider in accordance with the processes set down in clauses 14.3 and 14.5 (with references to the CRDC replaced with references to the Research Provider and references to the Research Provider replaced with references to the CRDC). That consent must not be unreasonably withheld. If the Research

Provider withholds its consent to Publication, the CRDC may submit a revised proposal for Publication.

14.10 Nothing in this clause 14 is intended to, or may be interpreted to, prevent the Research Provider from discharging its statutory obligations.

15 DISCLOSURE AND USE OF INFORMATION

Confidential Information

15.1 Subject to this clause 15, each Recipient must, in relation to a Provider's Confidential Information:

15.1.1 keep it confidential;

15.1.2 use it only as permitted by this Deed or an Agreement and subject to any other reasonable conditions notified by the Provider at the time of disclosure including any Background Conditions;

15.1.3 not disclose it to any person other than to the Recipient's Personnel:

(a) who have a need to know (and only to the extent that each such person has a need to know); and

(b) who, if requested by the Provider, have signed a Deed of Confidentiality which in the case of a Project, is in the form set out in schedule 4 or schedule 5 to this Deed (as applicable) and, to the extent possible, the Recipient must arrange for all such undertakings to be given promptly and prior to the commencement of the Project;

15.1.4 not copy it or any part of it that is in a material form other than as strictly necessary and must mark any such copy as "Confidential";

15.1.5 promptly comply with any request by the Provider to return or destroy any or all copies of the Confidential Information; and

15.1.6 immediately notify the Provider if the Recipient becomes aware of any unauthorised copying, use or disclosure of the Confidential Information in any form.

15.2 A Recipient may disclose the Provider's Confidential Information:

15.2.1 to the extent required by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Recipient;

15.2.2 if required in connection with legal proceedings;

15.2.3 for public accountability reasons, including any reporting requirements of the Recipient or a request for information by a responsible Commonwealth Minister, the Commonwealth Parliament or a Parliamentary committee; or

15.2.4 to obtain a review or expert opinion from a Third Party who has signed a Deed of Confidentiality in the form set out in schedule 4 or schedule 5 to this Deed (as applicable).

15.3 In the case of disclosure pursuant to clause 15.2.1 or 15.2.2, the Recipient must give the Provider immediate notice of any requirement to disclose.

15.4 A Recipient may disclose the Provider's Confidential Information to its legal advisers in order to obtain advice in relation to its rights in respect of this Deed or an Agreement, but only to the extent necessary for that purpose.

16 PRIVACY

16.1 Each party must, with respect to all material made available or provided by or on behalf of a Provider which comprises or contains Personal Information:

16.1.1 comply with the provisions of the *Privacy Act 1988* (**Privacy Act**), as if it were an agency bound by the Privacy Act, concerning the collection, security, access, data quality, relevance, use and disclosure of Personal Information;

16.1.2 co-operate with any reasonable demands or enquiries made by the Privacy Commissioner;

16.1.3 ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the other party has obligations pursuant to the Privacy Act is made aware of the provisions referred to in clause 16.1.1 and, if requested by the Provider, signs a Deed of Confidentiality in the form of schedule 4 or schedule 5 to this Deed (as applicable);

16.1.4 take all reasonable measures to ensure that such information is protected against Loss and against unauthorised access, use, modification, disclosure or other misuse and that only authorised Personnel of the Recipient have access to it;

16.1.5 not transfer such information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Provider;

16.1.6 notify the Provider promptly if the Recipient becomes aware of a breach of any obligation concerning security, use and disclosure of that Personal Information; and

16.1.7 notify the Provider promptly of, and co-operate with the Provider in the resolution of, any complaint alleging an interference with privacy.

16.2 Each party indemnifies the other (**Indemnified Party**) in respect of any Loss suffered or incurred by the Indemnified Party arising out of or in connection with a breach of a party's obligations set out in this clause 16 or any misuse of information or disclosure in breach of an obligation in the Privacy Act, except to the extent that the Loss is directly caused by a negligent or unlawful act or omission of the Indemnified Party or any of its Personnel.

16.3 The parties' obligations in this clause 16 are in addition to, and do not restrict, any obligations they may have pursuant to:

16.3.1 the Privacy Act; or

16.3.2 any:

(a) privacy codes; or

(b) privacy principles contained in, authorised by or registered under any law,

including any such privacy codes or principles that would apply to either party but for the application of the other provisions of this clause 16.

17 INDEMNITIES

Indemnity

17.1 The Research Provider indemnifies the CRDC and its Personnel (**those indemnified**) from and against all Loss whatsoever incurred or suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified to the extent that such Loss was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Research Provider or its Personnel in performing and carrying out its obligations set out in this Deed or an Agreement, including breach of this Deed or an Agreement.

17.2 The Research Provider must pay to the CRDC the amount of all Losses indemnified in this Deed or any Agreement, whether or not the CRDC has paid or satisfied them, provided such Losses are substantiated to the reasonable satisfaction of the Research Provider.

17.3 The CRDC may enforce the indemnity in clause 17.1 in favour of those indemnified for the benefit of each of such persons in the name of the CRDC or of such persons.

17.4 The Research Provider's liability to indemnify the CRDC set out in clause 17.1 will be reduced proportionally to the extent that a wilfully wrongful, unlawful or negligent act or omission of the CRDC or its Personnel caused the Loss.

18 INSURANCE

18.1 The Research Provider must, at its own expense, effect and maintain with a reputable insurance company from the Commencement Date until the termination of this Deed (except in the case of professional indemnity insurance, which must also be maintained until seven years after the termination of this Deed) in amounts commensurate with those amounts that a responsible entity would put in place to cover the risks associated with the Projects and Scholarships which are being conducted for each of the following categories of insurance:

18.1.1 public liability and product liability insurance;

18.1.2 workers' compensation insurance as required by statute and if that statutory insurance does not include cover for the employer's liability at common law, appropriate employer's liability insurance; and

18.1.3 professional indemnity insurance.

18.2 The taking out of the insurance policies referred to in clause 18.1 does not relieve the Research Provider of any obligation or liability which it has due to any other provision of this Deed or any Agreement.

18.3 The Research Provider must, if requested by the CRDC, provide evidence without delay that is acceptable to the CRDC of the insurances referred to in clause 18.1 (including copies or policy wordings) and their currency.

18.4 This clause 18 does not apply where the Research Organisation is a department or statutory body of the Commonwealth of Australia or an Australian state or territory and self-insures.

19 WARRANTIES

19.1 The Research Provider warrants that as at the Commencement Date of this Deed and each Agreement:

19.1.1 to the best of its knowledge after having made reasonable enquiries, all information provided by the Research Provider to the CRDC in connection with this Deed and each Agreement (as applicable) is complete, up-to-date, accurate and not misleading in any material respect;

19.1.2 in respect of any Project, before the Commencement Date the Research Provider has disclosed in writing the full details of:

(a) the amounts and sources of all resources to be used to carry out the Project; and

(b) any other person or entity who has or will have an interest in the Project Technology or Project Income to the extent that it is known at the time by the Research Provider;

19.1.3 to the best of its knowledge after having made reasonable enquiry:

(a) in respect of a Project: the Project Team, Project Administrator, Research Provider Material and the Research Provider Resources will be available for the Project, and the Research Provider has the right to use all assets and IP rights to carry out the Project as specified in the relevant Project Approval;

(b) in respect of a Scholarship: the Scholarship Recipient will be available for the Scholarship as specified in the relevant Scholarship Approval;

(c) in respect of Travel: the Travel Recipient will be available to undertake the Travel as specified in the relevant Travel Approval; and

(d) the Research Provider has not breached any confidentiality obligations in relation to any information provided to and used by the CRDC in relation to this Deed or any Agreement; and

19.1.4 the person executing this Deed or any Approval on behalf of the Research Provider is duly authorised to do so.

19.2 The Research Provider must notify the CRDC immediately in the event of any change to any of the information or details referred to in clause 19.1.

19.3 Where a Project or Scholarship predominantly involves scientific enquiry or experimentation, the CRDC acknowledges that:

19.3.1 the Project or Scholarship is speculative and the outcomes and ability to produce expected or commercially useful results are not guaranteed;

19.3.2 the Project Technology and Scholarship Technology are experimental in nature; and

19.3.3 the Research Provider makes no representation and gives no warranty that the Project Technology or Scholarship Technology is fit for any purpose (including Commercialisation).

20 TERMINATION ON NOTICE BY THE CRDC

20.1 The CRDC may, after consultation with the Research Provider and by providing to the Research Provider at least 20 Business Days' notice of the effective date of termination (**Termination Date**), terminate any Agreement if:

20.1.1 the CRDC considers, on reasonable grounds, that any research, work or other activities the subject of any Funding under the Agreement are not, or have ceased to be, relevant to the CRDC's objectives or functions in relation to the research and development needs of the Australian cotton industry; or

20.1.2 for any other reason as determined by the CRDC in its absolute discretion.

20.2 Termination under clause 20.1 takes effect on the Termination Date.

20.3 Upon receipt of a notice of termination under clause 20.1, the Research Provider must:

20.3.1 stop work as specified in the notice and comply with any other reasonable directions included in the notice;

20.3.2 comply with all applicable obligations in this Deed and the Agreement, to the extent that such obligations arise during and apply to the period prior to the Termination Date; and

20.3.3 take all reasonable steps to minimise or avoid any Loss resulting from that termination.

20.4 If an Agreement is terminated by the CRDC in accordance with clause 20.1, the CRDC will be liable only for any reasonable costs in respect of unavoidable Loss sustained or incurred by the Research Provider (subject to clause 20.3.3) and directly attributable to the termination of the Agreement, provided that such costs:

20.4.1 are fully substantiated to the reasonable satisfaction of the CRDC;

20.4.2 may include Student stipends where the Research Provider or Student are not able to acquire another source of funding;

20.4.3 do not include any amounts payable by the Research Provider to contractors or suppliers with which or whom the Research Provider has not put in place a right of termination reflecting this clause 20; and

20.4.4 do not include any redundancy or other termination payments to Project Team members.

20.5 The costs recoverable by the Research Provider pursuant to clause 20.4 must not exceed the total outstanding Funding otherwise payable in respect of the terminated Agreement.

20.6 If an Agreement is terminated in accordance with clause 20.1:

20.6.1 the Research Provider may continue the Project or Scholarship at its own discretion and cost (provided it can do so without CRDC Material); and

20.6.2 unless otherwise agreed in writing by the parties, ownership of Project Technology and Scholarship Technology will be in accordance with the Project Approval or Scholarship Approval; and

20.6.3 CRDC will be entitled to share in:

(a) any Project Income or Scholarship Income generated by the Research Provider from Commercialisation of the Project Technology or Scholarship Technology, with the CRDC's share of such Project Income or Scholarship Income being equal to the proportion of the CRDC's total contribution to the relevant Project or Scholarship; and

(b) other income generated by the Research Provider from Commercialisation of IP derived from or embodying or incorporating the Project Technology or Scholarship Technology (**Developed Intellectual Property**), with the CRDC's share of such income to be agreed by the parties having reference to, amongst other things, the contribution of the Project Technology or Scholarship Technology to the Developed Intellectual Property and the Research Provider's and the CRDC's further costs (if any) incurred in developing the Developed Intellectual Property. Failing agreement within 20 Business Days, the parties must refer the matter to dispute resolution pursuant to clause 25.3. In the event that the dispute has not been resolved within 30 Business Days (or such other period as agreed by the parties in writing) after the appointment of the mediator or conciliator in accordance with clause 25.3, the CRDC's share of income will be determined by an Expert; and

20.6.4 the Research Provider is entitled, subject to any reasonable conditions imposed by the CRDC, to access to CRDC Material and CRDC's Confidential Information to the extent necessary to enable any Student to complete their Thesis.

20.7 For the purposes of clause 20.6.3, the proportion of CRDC's contributions will be assessed with reference to Financial Reports and, after termination of an Agreement, the cash and in-kind contributions made by any party to the Developed Intellectual Property. In-kind contributions will be valued on a basis to be agreed by the Research Provider and CRDC and, if they are not able to agree on a mechanism, resolved pursuant to clause 20.6.3(b).

21 TERMINATION FOR DEFAULT BY THE RESEARCH PROVIDER

21.1 Without prejudice to its rights at common law, the CRDC may, by notice to the Research Provider which specifies the Termination Date, terminate this Deed or any Agreement, if the Research Provider:

21.1.1 becomes insolvent;

21.1.2 makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver and manager appointed on behalf of debenture holders or creditors;

21.1.3 goes into liquidation or passes a resolution to go into liquidation, otherwise than for the purposes of reconstruction, or becomes subject to any petition or proceedings in a court for its compulsory winding-up or becomes subject to supervision of a court either voluntarily or otherwise;

21.1.4 suffers any execution against its assets having adverse effect on its ability to perform this Deed or any Agreement;

21.1.5 fails to:

(a) complete, to the reasonable satisfaction of the CRDC, the relevant Project or Scholarship within 60 Business Days after the Completion Date;

(b) remove, avoid or otherwise deal with to the reasonable satisfaction of the CRDC, a Conflict of Interest within the period required by the CRDC, acting reasonably;

(c) comply with this Deed or any Agreement, in circumstances where the failure is capable of remedy and the Research Provider does not:

(i) commence to remedy the failure within 10 Business Days of being given notice by the CRDC requiring the Research Provider to remedy the failure; or

(ii) remedy the failure within 20 Business Days of being given that notice (or such longer period as may be specified in the notice); or

(d) comply with this Deed or any Agreement, in circumstances when the failure is not capable of remedy; or

21.1.6 assigns its rights otherwise than in accordance with this Deed or any Agreement.

21.2 If, before termination of this Deed or any Agreement pursuant to clause 21.1, the CRDC has made any payment in advance to the Research Provider, such amount of that advance payment as is attributable to any period following the Termination Date must be repaid by the Research Provider to the CRDC on or as soon as possible following the Termination Date and, if not repaid, is recoverable by the CRDC from the Research Provider as a debt.

21.3 If this Deed or any Agreement is terminated pursuant to this clause 21:

21.3.1 subject to this Deed or any Agreement (as the case may be), the parties are relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;

21.3.2 the CRDC 's rights to recover damages are not affected;

21.3.3 the CRDC may appoint a Third Party to complete the Project;

21.3.4 subject to clause 21.3.5, the Research Provider must disclose to the CRDC and any Third Party engaged by the CRDC to complete a Project, all information and documents in relation to that Project, except the Research Provider's Confidential Information; and

21.3.5 subject to any reasonable conditions imposed by the Research Provider, the CRDC and any Third Party engaged by the CRDC to complete the Project, are entitled to use:

(a) the Research Provider’s Background IP; and

(b) any IP arising in relation to the Project, including any Project Technology and Scholarship Technology,

to complete the Project.

22 TERMINATION FOR DEFAULT BY THE CRDC

22.1 Without prejudice to its rights at common law, the Research Provider may, by notice to the CRDC which specifies the Termination Date, terminate this Deed or any Agreement if the CRDC:

22.1.1 ceases to exist or to carry on business; or

22.1.2 fails to:

(a) comply with this Deed or any Agreement, in circumstances where the failure is capable of remedy and the CRDC does not:

(i) commence to remedy the failure within 10 Business Days of being given notice by the Research Provider requiring the CRDC to remedy the failure; or

(ii) remedy the failure within 20 Business Days of being given that notice (or such longer period as may be specified in the notice); or

(b) comply with this Deed or any Agreement, in circumstances when the failure is not capable of remedy.

22.2 The Research Provider may not terminate for a failure by the CRDC to pay any disputed amount of money.

22.3 If, prior to termination of this Deed or any Agreement pursuant to clause 22.1, a Funding payment has fallen due, such amount of that Funding payment as is attributable to the period up to the Termination Date is payable to the Research Provider by the CRDC and, if not paid, is recoverable by the Research Provider from the CRDC as a debt.

22.4 If this Deed or any Agreement is terminated by the Research Provider pursuant to this clause 22:

22.4.1 subject to this Deed or any Agreement (as the case may be), the parties are relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;

22.4.2 the Research Provider's rights to recover damages are not affected;

22.4.3 the Research Provider may itself complete the Project or Scholarship;

22.4.4 subject to clause 22.4.6, the CRDC must disclose to the Research Provider all information and documents in relation to that Project or Scholarship, except the CRDC's Confidential Information;

22.4.5 subject to any reasonable conditions imposed by the CRDC, the Research Provider is entitled to use:

(a) the CRDC's Background IP; and

(b) any IP arising in relation to the Project, including any Project Technology and Scholarship Technology,

to complete the Project or Scholarship; and

22.4.6 the Research Provider is entitled, subject to any reasonable conditions imposed by the CRDC, to access to CRDC Material and CRDC's

Confidential Information to the extent necessary to enable any Student to complete their Thesis.

23 NEGATION OF EMPLOYMENT PARTNERSHIP AND AGENCY

23.1 Neither party may represent itself, and must ensure that its employees do not represent themselves, as being an employee, partner or agent of the other party.

23.2 The Research Provider will not by virtue of this Deed or any Agreement be, or for any purpose be deemed to be, an employee, partner or agent of the CRDC.

24 CONFLICT OF INTEREST

24.1 The Research Provider warrants to the best of its knowledge after having made proper enquiry that, at the date of signing this Deed, no Conflict of Interest exists or is likely to arise.

24.2 The Research Provider must use its best endeavours to ensure that a situation does not arise which may result in a Conflict of Interest. The Research Provider must not engage in any activity, subject to clause 24.3, that may result in a Conflict of Interest arising or continuing.

24.3 If a Conflict of Interest, a risk of Conflict of Interest or a perceived Conflict of Interest arises, the Research Provider must notify the CRDC promptly of the relevant circumstances and must follow all reasonable directions made by the CRDC about the method for handling the Conflict of Interest, risk of Conflict of Interest or perceived Conflict of Interest.

25 RESOLUTION OF DISPUTES

25.1 The parties undertake to use all reasonable efforts in good faith to resolve any disputes which arise between them in connection with this Deed or any Agreement.

25.2 A party may give the other party a notice of dispute (**Dispute Notice**) in connection with this Deed or any Agreement. Following the giving of a Dispute Notice, the dispute must initially be referred to the Project Administration Manager and the Research Provider Representative, who must use reasonable efforts to resolve the dispute within 10 Business Days of the giving of the Dispute Notice.

25.3 If the parties have not been able to resolve the dispute in accordance with clause 25.2, the parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.

25.4 In the event that the dispute has not been resolved within 30 Business Days (or such other period as agreed by the parties in writing) after the parties have attempted to resolve the dispute pursuant to clause 25.2, or the appointment of the mediator or conciliator in accordance with clause 25.3, either party may, if it wishes, commence legal proceedings.

25.5 Nothing in this clause 25 prevents either party from seeking urgent injunctive relief.

26 EXPERT DETERMINATION

26.1 The CRDC and the Research Provider must cooperate with and assist the Expert, and must provide to that Expert all information the Expert may reasonably request to enable the Expert to determine the matter requiring determination.

26.2 The CRDC and the Research Provider may each provide to the Expert all information, in written form, and in verbal form, as that party decides.

26.3 In making a determination under this Deed or an Agreement:

26.3.1 the Expert must have regard to the provisions of this Deed and any relevant Agreement and such other matters as the Expert reasonably considers are appropriate, including:

(a) the state of development of the relevant parcel of Project Technology or Scholarship Technology;

(b) the state of development of the relevant parcel of Background IP;

(c) all the IP that is the subject of an agreement by which the relevant parcel of the Project Technology or Scholarship Technology is Commercialised, and the relative contributions that the relevant parcel of Project Technology or Scholarship Technology, and any other IP makes to the whole of the IP that is the subject of that agreement;

(d) the contribution of the Project Technology or Scholarship Technology to the Developed Intellectual Property and the Research Provider's and the CRDC's further costs (if any) incurred in developing the Developed Intellectual Property; and

(e) the submissions made to the Expert by the CRDC and the Research Provider.

26.3.2 the Expert must act impartially and free of bias;

26.3.3 the Expert acts as an expert and not as an arbitrator;

26.3.4 the Expert's decision is, in the absence of manifest error, final and binding on the parties; and

26.3.5 the costs of the Expert are to be borne by one or more of the parties as determined by the Expert.

27 EXCUSABLE DELAY

27.1 A party (**Non-Performing Party**) will not be liable for any default or delay in performance of its obligations in this Deed or any Agreement if, and to the extent that, the default or delay is caused, directly or indirectly, by an excusable delay event. For the purposes of this clause 27, an excusable delay event (**Excusable Delay Event**) means any:

27.1.1 fire, flood, earthquake, elements of nature or act of God;

27.1.2 riot, civil disorder, rebellion or revolution;

27.1.3 delay in passing any relevant legislation, including appropriation bills; or

27.1.4 other similar cause beyond the reasonable control of the Non-Performing Party, but in each case only if, and to the extent that, the Non-Performing Party is without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the Non-Performing Party at its expense through the use of alternate sources, work around plans or other means,

and does not include any industrial action which is specific to the party or any acts of contractors.

27.2 When an Excusable Delay Event has occurred, the Non-Performing Party will be excused from further performance of the obligations affected for as long as the circumstances prevail provided the Non-Performing Party continues to use its best endeavours to recommence performance whenever and to whatever extent possible without delay. Any party so delayed in its performance must promptly notify the other party to whom performance is due and specify in a reasonable level of detail the circumstances causing such delay.

27.3 If the Non-Performing Party is excused from performing its obligations by operation of clause 27.2 for a period of 60 Business Days, the other party may terminate this Deed or the relevant Agreement by notice to the Non-Performing Party without limiting any other rights it may have.

27.4 If a party terminates this Deed or any Agreement pursuant to clause 27.3, that party is not liable to pay the Non-Performing Party any termination costs or otherwise compensate it in respect of the termination.

28 SEVERABILITY

28.1 Each provision of this Deed or of an Agreement will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provisions or part of such provision is void or otherwise unenforceable for any reason, that provision or part (as the case may be) will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

29 APPLICABLE LAW

29.1 This Deed and each Agreement will be governed by the laws for the time being in force in New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

30 NOTICES

30.1 Any notice, request or other communication to be given or served under this Deed or an Agreement must be in writing and addressed as follows:

30.1.1 if given to the CRDC, addressed and forwarded to the CRDC, for the attention of the Project Administration Manager at the address indicated in the relevant Project Approval or as otherwise notified by the Project Administration Manager; or

30.1.2 if given by the CRDC, signed by the Project Administration Manager and forwarded to the Research Provider Representative at the address indicated in the relevant Project Approval or as otherwise notified by the Research Provider.

30.2 Any such notice, request or other communication must be delivered by hand or sent by prepaid post, or facsimile, to the address of the party to which it is sent or by email to the email address notified in clause 30.1.

30.3 A notice or other communication sent to a party will be taken to be delivered:

30.3.1 if sent by pre-paid post, when it would be received by the party in the normal course of post;

30.3.2 if delivered by hand, at the time of delivery;

30.3.3 if sent by facsimile, at the time recorded by the transmitting machine, unless within 24 hours the addressee informs the sender that the transmission was received in incomplete or garbled form; or

30.3.4 if sent by e-mail, on receipt of a read notification which the sender will request on sending the email.

31 ENTIRE AGREEMENT

31.1 This Deed constitutes the entire agreement between the parties in respect of its subject matter and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to that subject matter.

31.2 Each Agreement, incorporating relevant parts of this Deed, constitutes the entire agreement between the parties in respect of the applicable Project, Scholarship, Travel or Major Capital Item and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of the Agreement.

32 AMENDMENT

32.1 In addition to the obligations imposed by clause 45, no agreement or understanding varying or extending this Deed or any Agreement will be legally binding upon either party unless in writing and signed by both parties.

32.2 The CRDC will not be liable for any additional work undertaken or expenditure incurred by the Research Provider pursuant to a variation to this Deed or any Agreement, unless such variation has been effected in accordance with this Deed and the additional expenditure has been agreed to in writing by the CRDC.

33 ASSIGNMENT AND NOVATION

33.1 The Research Provider must not assign, novate or otherwise transfer its rights in this Deed or an Agreement without the prior consent in writing of the CRDC.

33.2 The Research Provider must not consult with any other person or body for the purpose of entering into an agreement which will require assignment or novation of this Deed or any Agreement without first consulting the CRDC.

33.3 The CRDC's rights and obligations in this Deed and any Agreement may be assigned or novated at any time to a Third Party nominated by the CRDC. The CRDC or the Third Party must, as soon as practicable after the assignment or novation, provide notice to the Research Provider of the assignment or novation.

33.4 In the event that the CRDC ceases to exist, this Deed and any Agreement will be subject to the provisions of the PIERD Act or any other legislation which governs transitional arrangements on the termination of the CRDC.

34 WAIVER

34.1 A waiver by a party in respect of a breach by the other party of a provision of this Deed or of an Agreement will not be deemed to be a waiver in respect of any other breach, and the failure of a party to enforce at any time any of the provisions of this Deed or an Agreement will in no way be interpreted as a waiver of such provision.

35 COMPLIANCE WITH LAWS

35.1 The Research Provider must ensure that the work or activities done pursuant to this Deed, and each Agreement, complies with the laws from time to time in force in the State or Territory in which the work or activities are to be carried out, including any codes of conduct and guidelines.

36 GIVING EFFECT TO THIS AGREEMENT AND ANY AGREEMENT

36.1 Each party must do anything (including execute any document), and must ensure that its Personnel do anything (including execute any document), that the other party may reasonably require to give full effect to this Deed and any Agreement.

37 LEGAL ADVICE

37.1 The Research Provider acknowledges that in relation to this Deed, it has received legal advice or has had the opportunity of obtaining legal advice.

38 COSTS AND EXPENSES AND RIGHT OF SET OFF

38.1 Each party must pay its own expenses incurred in negotiating and preparing this Deed and each Agreement and any related documentation.

38.2 If the CRDC is entitled to recover a debt from the Research Provider, it may set that amount off against any other amount that it is obliged to pay to the Research Provider.

39 COUNTERPARTS

39.1 This Deed and any Agreement may be executed in counterparts in a manner agreed between the parties.

PART 3 - PROJECT TERMS AND CONDITIONS

40 CONDUCT OF THE PROJECT

40.1 The Research Provider must conduct the Project:

40.1.1 at the times and in the manner specified in the Project Approval;

40.1.2 at a high professional standard and in accordance with accepted scientific, ethical, business and financial principles and standards;

40.1.3 in accordance with the Methodology for the purpose of endeavouring to achieve the Objectives of the Project; and

40.1.4 otherwise in accordance with the terms of this Deed which apply to the Agreement.

40.2 In conducting the Project, the Research Provider must:

40.2.1 comply with any reasonable direction of the CRDC, provided that that direction is not inconsistent with the provisions of this Deed or the Agreement;

40.2.2 comply with all deadlines as specified in this Deed or the applicable Agreement or such other deadlines as are agreed in writing by the parties;

40.2.3 respond promptly in writing to any reasonable queries from the CRDC in relation to the Project;

40.2.4 promptly notify the CRDC if an act or omission of the Research Provider or its Personnel causes, or any of them experiences, a problem or delay that has or is likely to have a material impact on the Research Provider's ability to complete the Project; and

40.2.5 comply with all laws applicable to the Project.

41 HEADS OF EXPENDITURE

41.1 The Research Provider must apply the Funding for the purpose of the Project only and exclusively in respect of the Heads of Expenditure.

41.2 The Research Provider may transfer Funding between the Heads of Expenditure for the Project, as follows:

41.2.1 other than to or from Capital Items:

(a) if less than 10% in any one Year, without the prior written approval of the CRDC; and

(b) if 10% or more (in any one Year or on a cumulative basis), only with the prior written approval of the CRDC; and

41.2.2 to or from Capital Items, only with the prior written approval of the CRDC.

41.3 Any transfer referred to in clause 41.2, including the amount and reason for such transfer, must be included in the next Progress Report, Financial Report and in the Final Report.

42 PROGRESS REPORTS

42.1 The Research Provider must provide to the CRDC two Progress Reports each Year during the Term of an Agreement, at six monthly intervals, which must include the information specified in the Researchers' Handbook, or as otherwise notified by the CRDC, acting reasonably, to the Research Provider. The Progress Reports must be accompanied by any proposed changes to the Exploitation Plan or the Adoption Pathway Proposal. Those proposed changes will not take effect to amend the Exploitation Plan or the Adoption Pathway Proposal unless approved in writing by the CRDC.

42.2 If the relevant Progress Report includes any Confidential Information, the Research Provider may submit the Confidential Information in an additional Progress Report which is marked "Confidential".

43 FINANCIAL REPORTS

43.1 The Research Provider must provide to the CRDC a Financial Report for each Project within 40 Business Days after the end of each Financial Year.

43.2 The Financial Report must be in the format set out in the Researchers' Handbook (or as otherwise advised in writing by the CRDC) and must include details, in relation to the Project, of:

43.2.1 all receipts, income and outgoings;

43.2.2 all expenditure received, derived or incurred;

43.2.3 any transfers between Heads of Expenditure; and

43.2.4 any Surplus Funding.

43.3 All Financial Reports must be:

43.3.1 certified as correct by a qualified accountant not involved in the carrying out of the Project, at no cost to the CRDC; and

43.3.2 otherwise acceptable to the CRDC, in the CRDC's reasonable opinion.

44 FINAL REPORT

Receipt of Final Report

44.1 The Research Provider must provide to the CRDC three (3) hard copies and one (1) electronic copy of the Final Report for each Project within 60 Business Days after the Completion Date in a format and to a standard acceptable to the CRDC, in the CRDC's reasonable opinion.

44.2 The Final Report must include the information specified in the Researchers' Handbook or as otherwise reasonably required by the CRDC and notified to the Research Provider.

Revised Final Report

44.3 If the Final Report is not of a standard acceptable to the CRDC, acting reasonably, the CRDC may provide notice to the Research Provider:

44.3.1 that the Final Report is not of an acceptable standard;

44.3.2 the reasons for which the CRDC has formed the view that the Final Report is not of an acceptable standard and which the Research Provider must address or remedy; and

44.3.3 that the CRDC requires it to be resubmitted within 20 Business Days of the date of the notice.

44.4 The CRDC is entitled to withhold the final payment due to the Research Provider under an Agreement until it has accepted the Final Report.

44.5 If the CRDC does not accept the Final Report it is not obliged to make any further payments of Funding to the Research Provider.

44.6 If the CRDC has not accepted a revised Final Report within 30 Business Days (or a further extension agreed in writing by the CRDC) of the date of sending a notice requiring it to be resubmitted, it may send a notice terminating the Agreement pursuant to clause 21.

44.7 The CRDC may disseminate and publish the Final Report and any other results of the Project unless the Research Provider establishes to the reasonable satisfaction of the CRDC that the Final Report contains Confidential Information, in which case:

44.7.1 the Research Provider must identify the parts of the Final Report containing the relevant Confidential Information;

44.7.2 if the CRDC accepts the Research Provider's determination of which parts of the Final Report are Confidential Information, the Research Provider must provide a second version of the Final Report, marked "For Public Release", which does not contain that Confidential Information; and

44.7.3 clause 15 will apply in relation to the parts of the first version of the Final Report that contain that Confidential Information.

45 VARIATION OF THE PROJECT

45.1 Without limiting clause 31.2, the Research Provider must not vary the Objectives of the Project without the prior written consent of the CRDC and only after providing the CRDC with full details of the relevant variation, including the reasons for the variation and the likely effects of the variation on any aspect of the Project or the Agreement.

45.2 The CRDC may vary the Project, after consultation with the Research Provider and following 20 Business Days' written notice, if the CRDC considers (in its reasonable opinion) that any part of the Project is not or has ceased to be relevant to the CRDC's objectives or functions or otherwise ceases to be of value.

46 ACCOUNTS AND RECORDS

46.1 The Research Provider must at all times maintain proper accounts in relation to each Project. Such accounts must:

46.1.1 be complete and be maintained up-to-date;

46.1.2 be kept in a manner that permits them to be conveniently and properly audited;

46.1.3 be drawn in accordance with any applicable Australian accounting standards;

46.1.4 enable the extraction of all information relevant to the Agreement; and

46.1.5 be kept for at least seven Financial Years after the termination of this Deed or any Agreement.

47 CAPITAL ITEMS

47.1 In relation to any Major Capital Item acquired as part of a Project, the Research Provider must comply with clause 57.

48 PROJECT TEAM

Project Team

48.1 The Research Provider must ensure that the members of the Project Team detailed in each Project Approval undertake work in respect of the Project in accordance with the terms of the relevant Agreement.

48.2 If any members of the Project Team are unable to undertake work in respect of the Project, the Research Provider must promptly notify the Project Administration Manager in writing. The Research Provider must, if so requested in writing by the CRDC, provide replacement Personnel acceptable to the CRDC, in the CRDC's reasonable opinion, at the earliest opportunity.

48.3 The CRDC may, after consultation with the Research Provider and on reasonable grounds, request in writing that the Research Provider remove Personnel in the Project Team from work in respect of the Project. The Research Provider must promptly arrange for the removal of such Personnel from work in respect of the Project and their replacement with Personnel acceptable to the CRDC, in the CRDC's reasonable opinion.

48.4 If the Research Provider is unable to provide acceptable replacement Personnel, the CRDC may terminate the relevant Agreement in accordance with the provisions of clause 21.

49 STUDENTS

49.1 The parties acknowledge that students of the Research Provider or other educational institution (**Student**) may be involved in the Project.

49.2 If the Research Provider proposes that a Student conduct or be involved in the Project, it must provide details of the proposed research the Student will undertake and obtain approval from the CRDC for the Student's participation in the Project.

49.3 If approval is given for Student involvement in the Project, the parties agree that the Student may publish the results of their research work without restriction:

49.3.1 after one year following completion of the relevant Project or termination of the relevant Agreement (or any longer period agreed under clause 9.16.1(b)); or

49.3.2 such earlier time as may be agreed with the parties; and

49.3.3 the copyright in the Student's work, including any Thesis, will remain with the Student.

49.4 The Research Provider must use its best endeavours to enter into an agreement with the Student to ensure that:

49.4.1 the Student assigns all IP in relation to the Project created by the Student in the course of an approved Project, excluding copyright in the Student's Thesis, to the Research Provider and licenses the Research Provider and

the CRDC to reproduce any Thesis or research paper for their respective Internal Research;

49.4.2 the Student will do everything reasonably necessary to assist the Research Provider to meet its obligations in relation to the Project; and

49.4.3 the Student observes the confidentiality requirements set out in this Deed and which apply to the Project, however, nothing in this Deed or any Agreement will require the Student to continue enrolment in a course conducted by the Research Provider or other educational institution.

49.5 Nothing in this Deed or any Agreement will prevent the Student and the Research Provider from giving the Student's Thesis to examiners for assessment. The CRDC may request that the Research Provider arrange for an examiner to enter into an agreement to protect any Confidential Information.

50 SUBCONTRACTING

50.1 The Research Provider must not, without the prior written approval of the CRDC, subcontract the performance of any part of a Project. In giving written approval, the CRDC may, acting reasonably, impose such terms as it thinks fit.

50.2 The Research Provider remains fully responsible for conducting each Project notwithstanding that the Research Provider has subcontracted the performance of any part of that work.

50.3 The parties agree that, where the Research Provider is to subcontract a component of a Project to an approved subcontractor under clause 50.1 the Research Provider may:

50.3.1 sub-license the rights granted under clauses 7.9, 8.8 and 8.9 and grant access to CRDC Material to that subcontractor on the same terms as set out in this Deed to the extent necessary for the subcontracted work to be carried out; and

50.3.2 license the Project Technology to that subcontractor for the purpose of that subcontractor participating in the Project.

51 EMPLOYER OBLIGATIONS

51.1 Any Personnel of the Research Provider conducting a Project on behalf of the Research Provider remain at all times an employee, student, independent contractor, honorary appointee or agent (as applicable) of the Research Provider.

51.2 The Research Provider must at all times and at its own expense comply with the provisions of any relevant legislation and make all payments and contributions in respect of statutory obligations including but not limited to income tax, workers' compensation, superannuation, affirmative action, privacy, confidentiality, occupational health and safety, annual leave, maternity leave, long service leave, or any award, order, determination or agreement of a competent industrial tribunal in respect of its Personnel.

51.3 If, despite the provisions of this Deed, or any Project Agreement, the CRDC is held at any time to be the employer or principal of any of the Research Provider's Personnel or becomes liable to pay any amounts in respect of such person, the Research Provider indemnifies the CRDC for any payment which the CRDC is required to make (including payments under the *Superannuation Guarantee (Administration) Act 1992*,

payroll tax, other taxes, and any penalties and legal costs on an indemnity basis) and any Losses incurred (including the tax effect of the loss of any tax deductions).

52 COMPLIANCE WITH CRDC POLICIES

52.1 The Research Provider must, when conducting a Project, use its reasonable endeavours to comply with those CRDC policies of which it has been notified by the CRDC.

PART 4 - SCHOLARSHIP FUNDING

53 RESEARCH PROVIDER'S OBLIGATIONS

53.1 Subject to the Research Provider's rules and regulations, the Research Provider must:

53.1.1 use its best endeavours to enrol the Scholarship Recipient to undertake the course of study specified in the Application for the purposes of carrying out the Scholarship; and

53.1.2 continue to enrol the Scholarship Recipient for the duration of the Term.

53.2 The Research Provider must:

53.2.1 provide the Funding to the Scholarship Recipient in accordance with the Research Provider's scholarship administration procedures and at the times and in accordance with the Scholarship Approval;

53.2.2 keep complete and accurate accounts and records of Funding received from the CRDC in relation to a Scholarship and all payments from Funding for the Term of the Scholarship Agreement and for a period of seven years after the Term;

53.2.3 comply with the financial reporting requirements in clause 53.4;

53.2.4 obtain from the Scholarship Recipient the reports specified in the Researchers' Handbook at the times specified in the Researchers' Handbook and forward them to the CRDC promptly;

53.2.5 provide to the CRDC annually an assessment from each Supervisor on the Scholarship Recipient's progress and achievements during the relevant Year and whether the Scholarship Recipient is fulfilling the requirements of the course in which the Scholarship Recipient is enrolled. The Research Provider must attach such comments to the Progress Report;

53.2.6 in the case of a Scholarship Recipient who is required to submit a Thesis, notify the CRDC when the Scholarship Recipient submits the Thesis for assessment by the Research Provider;

53.2.7 report to the CRDC if it becomes aware that the Recipient is unable to commence or continue performing the terms of the Scholarship at an adequate level;

53.2.8 comply with any reasonable direction of the CRDC (including any direction to report to the CRDC), provided the direction is not inconsistent with either the provisions of this Deed, or the applicable Scholarship Agreement;

53.2.9 comply with all deadlines as specified in this Deed, or the applicable Scholarship Agreement, or such other deadlines as are agreed by the parties;

53.2.10 respond promptly in writing to any reasonable queries by the CRDC in relation to this Deed and any Scholarship; and

53.2.11 immediately notify the CRDC of any matter that has, or is likely to have, a material impact on this Deed or any Scholarship.

53.3 The Research Provider must furnish to the CRDC a copy of any Thesis and "plain-English summary" of the Thesis (as referred to in the Researchers' Handbook) required to be written by the Scholarship Recipient within 90 days of the Thesis being given a grade of pass or better. The plain English summary of the Thesis must be submitted in hard and electronic form, unless otherwise specified in the Researchers' Handbook.

53.4 The Research Provider must provide to the CRDC a Financial Report for the Funding within 40 Business Days after the end of each Financial Year. Each Financial Report must be:

53.4.1 in the format set out in the Researchers' Handbook (or as otherwise provided by the CRDC) and include details, in relation to the Scholarship of all:

(a) receipts, income and revenue;

(b) expenditure and outgoings incurred; and

(c) any Surplus Funding;

53.4.2 certified as correct by an independent qualified accountant (independent of any CRDC Project on which the Scholarship Recipient is performing work or research for the CRDC), at no cost to the CRDC; and

53.4.3 otherwise acceptable to the CRDC, in the CRDC's reasonable opinion.

54 ACKNOWLEDGMENT AND UNDERTAKINGS BY THE SCHOLARSHIP RECIPIENT

54.1 In respect of each Scholarship, the Research Provider must notify the Scholarship Recipient of the following things:

54.1.1 Funding may be withdrawn immediately if any of the following occur:

(a) the Scholarship Recipient ceases to carry out the course of study as approved by the Research Provider and as specified in the Scholarship Approval;

(b) the Scholarship Recipient fails to comply with the relevant parts of the Researchers' Handbook communicated to the Scholarship Recipient by the CRDC;

(c) if the Funding has been paid by the Research Provider to the Scholarship Recipient for a particular purpose, the Scholarship Recipient expends any of that money for any other purpose without the prior written consent of the Research Provider;

(d) the Scholarship Recipient is not accepted by the educational institution in which the Scholarship Recipient is enrolled (which may or may not be the Research Provider) to the following year of the course of study specified in the Scholarship Approval;

(e) the Scholarship Recipient undertakes paid employment which may give rise to a potential Conflict of Interest; or

(f) the Scholarship Recipient receives scholarship funds from another source which has not been approved in writing by the CRDC.

54.1.2 The onus to claim an income tax exemption is on the Scholarship Recipient and the CRDC makes no representation that any income tax exemption will be available to the Scholarship Recipient.

54.1.3 If the Research Provider deems the Scholarship Recipient's progress to be unsatisfactory, the Scholarship Recipient may be required to submit evidence why the Scholarship should not be terminated.

54.1.4 The Research Provider must use reasonable endeavours to ensure that nothing done by the Scholarship Recipient in the course of performing the tasks specified in the Application (including the development of Scholarship Technology) infringes the IP rights of any person.

54.1.5 Subject to clause 54.1.6, if the CRDC requests the Research Provider to provide copies of any Scholarship Technology, the Research Provider must provide those copies and the CRDC may use, reproduce and modify that Scholarship Technology and any Background IP (subject to any Background Conditions) contained in that Scholarship Technology.

54.1.6 If the Research Provider establishes to the reasonable satisfaction of the CRDC that the Scholarship Technology requested under clause 54.1.5 contains Confidential Information, the parties agree to negotiate in good faith to establish an arrangement that protects the relevant Confidential Information to the reasonable satisfaction of the Research Provider.

54.1.7 The Research Provider must ensure that the Scholarship Recipient notifies it, and it must notify the CRDC immediately, of any Conflict of Interest which exists or is likely to arise in performing the tasks specified in the Scholarship Approval. A Conflict of Interest may exist, without limitation, when the Scholarship Recipient is in receipt of scholarship funds from another source, or when the Scholarship Recipient undertakes paid employment. The Research Provider must follow and must ensure that the Scholarship Recipient follows, all subsequent reasonable directions made by the CRDC.

PART 5 - TRAVEL ARRANGEMENTS

55 RESEARCH PROVIDER'S OBLIGATIONS

55.1 The Research Provider must:

55.1.1 only use the Funding for the purposes of making payment to the Travel Recipient to undertake the Travel in accordance with the Travel Approval;

55.1.2 keep accurate accounts and records of:

(a) all Funding received from the CRDC; and

(b) all payments of the Funding to, or on behalf of, the Travel Recipient for Travel undertaken;

55.1.3 keep all accounts, records and evidence referred to in this clause 55.1 for seven years following the completion of the Travel or the Recipient completing all of the Travel it is able to undertake as the case may be;

55.1.4 provide a financial statement to the CRDC in the format provided by, or as otherwise approved by, the CRDC including:

(a) an up-to-date copy of the accounts and records maintained in accordance with clause 55.1.2; and

(b) any other information reasonably requested by the CRDC,

within 40 Business Days after:

(c) the completion of the Travel; or

(d) the Travel Recipient completing all of the Travel that it is able to undertake;

55.1.5 if:

(a) the Travel Recipient is unable to undertake any part of the Travel for any reason; or

(b) the details of the Travel need to be materially changed for any reason,

promptly notify the CRDC in writing and must consult with the CRDC as to what action should be taken, including terminating all, or any part of, the Travel and repayment to the CRDC of all or part of the Funding;

55.1.6 if, following completion of the Travel, the Travel Recipient has not expended all of the Funding, return the unexpended amount to the CRDC;

55.1.7 obtain from the Travel Recipient, and give to the CRDC, any reports or other information or materials to be provided by the Travel Recipient as specified in the Travel Approval at the times specified in the Travel Approval or, if no timeframes are specified, within 30 Business Days following the completion of the Travel;

55.1.8 comply with any reasonable direction of the CRDC;

55.1.9 comply with all deadlines as specified in this Deed, the Travel Approval or as the CRDC may otherwise reasonably impose;

55.1.10 respond promptly in writing to any reasonable queries by the CRDC in relation to this Deed or any Agreement; and

55.1.11 immediately notify the CRDC of any matter that has a material impact on this Deed or a Travel Agreement.

56 ARRANGING TRAVEL

56.1 The Research Provider acknowledges that the CRDC is not responsible for:

56.1.1 arranging any part of the Travel (including Travel insurance) on behalf of the Travel Recipient; and

56.1.2 any Loss arising as a result of or in connection with the Travel.

PART 6 - MAJOR CAPITAL ITEMS

57 CAPITAL ITEMS

57.1 In relation to any Major Capital Item, the Research Provider must:

57.1.1 acquire and install the Major Capital Item;

57.1.2 maintain the Major Capital Item in good condition and repair;

57.1.3 account for the Major Capital Item in accordance with the Research Provider's established procedures;

57.1.4 keep accurate accounts and records of:

(a) all Funding received from the CRDC; and

(b) all payments of the Funding for the acquisition of the Major Capital item;

57.1.5 keep all accounts, records and evidence referred to in this clause 57.1 for seven years following the acquisition of the Major Capital Item;

57.1.6 provide a financial statement to the CRDC within 40 Business Days after the acquisition of the Major Capital item in the format provided by the CRDC (or as otherwise approved by the CRDC) and including;

(a) an up-to-date copy of the accounts and records maintained in accordance with clause 57.1.6; and

(b) any other information reasonably requested by the CRDC;

57.1.7 repair or replace any Major Capital Item as required where such replacement or repair results from the Research Provider's negligence or wilful misconduct;

57.1.8 insure the Major Capital Item with a reputable insurance company or self insure (if the Research Provider self insures its own similar items) in an amount that reflects the replacement value of the Major Capital Item at all times that it has the Major Capital Item in its possession, custody or control; and

57.1.9 if, following completion of the acquisition of the Major Capital Item not all of the Funding has been expended, return the unexpended amount to the CRDC.

57.2 Unless otherwise stated in the Agreement and in accordance with notification under clause 4.19, during the Term of an Agreement, the Research Provider will own all Major Capital Items and such Major Capital Items will, at all times, be at the risk of the Research Provider.

57.3 Subject to this clause 57, the Research Provider must not dispose, transfer, encumber, assign, license the use of or otherwise deal with a Major Capital Item during the period notified in accordance with 4.19.7 without the prior written approval of the CRDC, which approval will not be unreasonably withheld.

57.4 Subject to clause 57.5, if the value of the Major Capital Item (determined at a rate of depreciation notified by the Research Provider under clause 4.19.4) (**Depreciated Value**) is less than $10,000 at the end of the Term of the Agreement, the Research

Provider will not be required to provide to the CRDC any information relating to such Major Capital Item after the end of the Term of the Agreement.

57.5 In respect of a Major Capital Item which:

57.5.1 regardless of its Depreciated Value at the end of the Term, cost more than $20,000 when purchased; or

57.5.2 the Depreciated Value of which is $10,000 or more at the end of the Term, that Major Capital Item (referred to below as the **Depreciated Capital Item**) will be dealt with in accordance with clauses 57.6 to 57.11.

57.6 Upon termination of an Agreement, the Research Provider must, within 60 Business Days after the effective date of termination of the Agreement, advise the CRDC in writing of all Depreciated Capital Items and must:

57.6.1 promptly deliver to the CRDC all Depreciated Capital Items owned by the CRDC (as specified in the Major Capital Item Approval); and

57.6.2 advise the CRDC of the Research Provider's intended use of each Depreciated Capital Item owned by the Research Provider.

57.7 The CRDC, within 20 Business Days after receiving the advice referred to in clause 57.6.2, may notify the Research Provider of its response to the Research Provider's intended use for the Depreciated Capital Item.

57.8 Until receiving the CRDC's response referred to in clause 57.7, the Research Provider may continue to use the Depreciated Capital Item, but only for the purposes referred to in clause 4.19.2 or for the benefit of the Australian cotton industry.

57.9 If:

57.9.1 the CRDC does not respond in accordance with clause 57.7 within 60 days; or

57.9.2 the Research Provider's intended use of the Depreciated Capital Item is for the benefit of the Australian cotton industry,

the CRDC grants or will procure the grant to the Research Provider of the right to use the Depreciated Capital Item indefinitely, at no additional cost to the Research Provider.

57.10 If the Research Provider does not intend to primarily use the Depreciated Capital Item for the benefit of the Australian cotton industry, the Research Provider, at its election, must return the Depreciated Capital Item to the CRDC at the earliest opportunity or pay the CRDC the Depreciated Value of the Depreciated Capital Item.

57.11 If this Deed or an Agreement in relation to a Major Capital Item, is terminated:

57.11.1 the Research Provider must promptly deliver to the CRDC all Depreciated Capital Items owned by the CRDC (as specified in the Major Capital Item Approval); and

57.11.2 in respect of Depreciated Capital Items owned by the Research Provider clause 57.10 applies.

57.12 The Research Provider must, at its own cost, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to:

57.12.1 give effect to this clause 57 and any direction, imposition or advice given by the CRDC pursuant to this clause 57; and

57.12.2 secure the CRDC's rights set out in this clause 57.

EXECUTION PAGE

EXECUTED as a deed.

SIGNED for and on behalf of the

Cotton Research and Development Corporation

by its duly authorised officer in the presence of:

_____	_____
Signature of witness	Signature of CRDC representative
_____	_____
Name	Name of CRDC representative
Date:	
	_____
	Position of CRDC representative

SIGNED for and on behalf of the

[insert full name of Research Organisation]

by an authorised officer in the presence of:

_____	_____
Signature of witness	Signature of Research Provider representative
_____	_____
Name	Name of Research Provider representative
Date:	
	_____
	Position of Research Provider representative

SCHEDULE 1 – FORM OF APPROVAL

Approval issued pursuant to the Cotton Research and Development Corporation Deed (Deed) dated **[*Insert date*]** between the:

COTTON RESEARCH AND DEVELOPMENT CORPORATION ABN 71 054 238 316

and

[*Insert name of Research Provider*] ABN **[*Insert ABN*]**

Approval or variation of an Approval for a:	Project
	Scholarship
	Travel
	Major Capital Item
	(select one of the above)

Project/Scholarship/Travel/Major Capital Item Title: [*Insert title*]

CRDC Agreement Code: **[*Insert*]**

Approval date: _____

[*Insert date when both parties have signed this Approval*]

This is an Approval, as defined in the Deed, consisting of this Schedule which includes details of:

- the Funding approved by the CRDC;
- each party's share of Project Income or Scholarship Income; and
- ownership of IP

and the following documents which are attached:

- The Application detailing the Methodology (including Heads of Expenditure);
- Schedule 2 IP Register;
- Schedule 3 Acknowledgement;
- Third Party agreements or licences; and
- [*Insert details of any other attachments to the Approval*].

From the Approval date (as specified above), this Approval forms an Agreement which is subject to the terms and conditions of the Deed. All capitalised terms in this Approval have the same meaning as defined in the Deed.

Ownership of Project Technology and Scholarship Technology

Project Technology and Scholarship Technology will be owned by the CRDC and the Research Provider (and possibly with Third Parties), as follows:

(a) Reports will be owned by the CRDC;

(b) where applicable, a Thesis will be owned by the Student;

(c) in accordance with IP ownership recorded on the IP Register (Schedule 2), updated in accordance with the Deed; and

(d) If not listed in (a), (b) or (c) above, in the following proportions: CRDC …… % and Research Provider …… % and possibly with third parties. (provide list and %).

Share of Project Income and Scholarship Income

The parties will share the Project Income or Scholarship Income in the following proportions: CRDC …… % and Research Provider …… % and possibly with third parties (provide list and %).

CRDC Funding Obligations:

[*Insert table of CRDC's proposed payment schedule*]

Additional terms or conditions or comments for the conduct of the Project:

[*Insert any additional terms, conditions or comments*]

This Approval is **EXECUTED** as an Agreement

Signed for and on behalf of the **Cotton Research and Development Corporation** by its duly authorised representative in the presence of:

_____	_____
Signature of witness	Signature of CRDC representative
_____	_____
Name of witness	Name of CRDC representative
	_____
	Position of CRDC representative

Signed for and on behalf of the **(Insert name of Research Provider)** by its duly authorised representative in the presence of:

_____	_____
Signature of witness	Signature of Research Provider representative
_____	_____
Name of witness	Name of Research Provider representative
	_____
	Position of Research Provider representative

SCHEDULE 2 - IP REGISTER

Approval issued pursuant to the Deed dated **[*Insert date*]** between the:

COTTON RESEARCH AND DEVELOPMENT CORPORATION ABN 71 054 238 316

and

[*Insert name of Research Provider*] ABN **[*Insert ABN*]**

This schedule forms part of an Agreement which is subject to the terms and conditions of the Deed. **CRDC Agreement Code:** [Insert]

All capitalised terms in this schedule have the same meaning as defined in the Deed.

Instructions for completing the IP Register:

- The IP register consists of two tables being:
  - Part 1: Background IP and Third Party IP brought to a Project or Scholarship
  - Part 2: Potential IP to be generated or IP created during the performance of a Project or Scholarship
- Part 1: Background IP and Third Party IP must list all IP that:
  - Is in existence at the Commencement Date of the Agreement or is otherwise brought into existence other than as a result of the performance of the relevant Project or Scholarship; and
  - Is contributed to or made available for use in or in connection with the relevant Project or Scholarship.
- Part 2: Potential IP to be generated or IP created must list all IP that:
  - Is expected to be generated by the conduct of the relevant Project or Scholarship; or
  - When updating this IP Register, IP that has been created by the relevant Project or Scholarship.
- Part 3: Additional Comments and Approval page:
  - Add comments or full explanations about the IP listed in Part 1 or Part 2 where the tables do not provide sufficient space.
- Table Headings – extra information:
  - **Prior Project Code** for BIP provided by the CRDC, the Research Provider or the Cotton CRC.
  - **IP Category** use the categories in the list provided, then describe in **Detailed Description** field below it.
  - **Nature of IP** use the categories in the list provided.
  - **IP Owner:** list all the owners of the IP and there proportion of ownership if not 100%. Can use “Joint Owners” instead of a percentage for IP to be owned as “Tenants in Common”.
  - **Conditions of Use:** use the categories in the list provided, then give details of the conditions if the option used is not “Public Domain free to use”.
  - **Freedom to Operate:** use the categories in the list provided, then give details if the confidentiality option used is not “Free Dissemination”.
  - **Contribution to Project or Scholarship:** Provide the main contribution that the BIP or TPIP will provide to the project.
  - **Risks Identified:** (Part 1) Note any risks to the project in relation to the BIP/TPIP, such as, impact if BIP/TPIP fail to deliver the expected outcomes, or risks to commercialisation of Project Technology, etc.
  - **Commercial Significances:** For new IP use the categories in the list provided (Australian Cotton Industry or World Wide Use).
  - **Risks Identified:** (Part 2) Note any risks to the project in relation to the New IP, such as, impact of the expected outcomes on the Australian cotton industry, or risks to commercialisation of Project Technology, etc.

SCHEDULE 2 – IP REGISTER

PART 1: Background IP (BIP) and Third Party IP (TPIP)

Prior Project Code	IP Category	Nature of IP	Conditions of Use	Freedom to Operate?	Confidentiality Restrictions	Contribution to Project or Scholarship
Detailed Description		**IP Owner**	**Provide details if NOT "Public Domain free to use"**	**Provide details below**	**Provide details if NOT "Free dissemination"**	**Risks Identified**
1	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
2	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
3	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
4	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
5	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
6	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	

Each party must initial and date each page of Schedule 2 for the first Agreement and each variation to the Agreement (except where Potential IP is changed to Created IP): CRDC:_____ dated:___/___/___ RP:_____ dated:___/___/___

SCHEDULE 2 – IP REGISTER

PART 2: Potential IP to be generated or IP created

Prior Project Code	IP Category	Nature of IP	Conditions of Use	Freedom to Operate?	Confidentiality Restrictions	Contribution to Project or Scholarship
Detailed Description		**IP Owner**	**Provide details if NOT "Public Domain free to use"**	**Provide details below**	**Provide details if NOT "Free dissemination"**	**Risks Identified**
1	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
2	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
3	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
4	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
5	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	
6	Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.	

Each party must initial and date each page of Schedule 2 for the first Agreement and each variation to the Agreement (except where Potential IP is changed to Created IP): CRDC:_____ dated:___/___/___ RP:_____ dated:___/___/___

SCHEDULE 2 – IP REGISTER

PART 3: Additional Comments

Signed for and on behalf of the **Cotton Research and Development Corporation** by its duly authorised representative in the presence of:

_____	_____	_____
Signature of witness	Signature of CRDC representative	Position of CRDC representative
_____	_____	_____
Name of witness	Name of CRDC representative	Date of signing

Signed for and on behalf of the ***[name of Research Provider]*** by its duly authorised representative in the presence of:

_____	_____	_____
Signature of witness	Signature of Research Provider representative	Position of Research Provider representative
_____	_____	_____
Name of witness	Name of Research Provider representative	Date of signing

SCHEDULE 3 - ACKNOWLEDGEMENT

CRDC Agreement Code: [Insert]

To be signed by each member of the Project/Scholarship Team and submitted as part of the Project/Scholarship Approval.

This schedule forms part of an Agreement which is subject to the terms and conditions of the Deed.

All capitalised terms in this schedule have the same meaning as defined in the Deed.

CRDC and ***[INSERT NAME OF RESEARCH PROVIDER]*** (**RP**) are entering into an Agreement for the conduct of ***[INSERT ACTIVITY TITLE]*** (**Project**).

As a person responsible for performing the Project named in the Application, I/we acknowledge that the Agreement contains the following terms and imposes the following obligations relating to the standard of work and the ownership and management of Intellectual Property (**IP**) and Confidential Information.

Specific terms and conditions relating to the Project at its commencement are detailed in the Project Approval and my/our RP has notified me/us of those terms and conditions including the following:

1. Standard of Work

- The RP is required to conduct the Project at a high professional standard and in accordance with accepted scientific, ethical, business and financial principles and standards.

- The RP is required to ensure that all material produced in the performance of the Project is neatly and legibly compiled and adequately documented and contains sufficient evidence (including laboratory notes) required to support all conclusions, findings and opinions.

- The RP and Project Team members are required to conduct the Project in a way which ensures that the ability to obtain statutory protection of any IP which is generated by the conduct of the Project is not jeopardised, except where there is a written agreement between CRDC and the RP to the contrary.

2. Confidentiality

- Each party is required to keep the other party's Confidential Information confidential, and to only use it as permitted by the Agreement and not to wrongly disclose it. In certain circumstances a Deed of Confidentiality is required.

3. Intellectual Property Ownership

- CRDC may be entitled to a share of the ownership of the IP arising out of the Project in order to safeguard the interests of the cotton industry and, in such a case, the RP will have assigned ownership to the CRDC.

Background IP (BGIP)

- Both parties are required to notify their employees or team that they have an obligation to observe any Background IP conditions of use. Any liability resulting

from a breach of BGIP will be borne by the party whose employees or team were responsible for the breach.

Copyright and Moral Rights

- CRDC may own the copyright in all reports (progress, final & financial) in respect of the Project but not in respect of the other IP which is specified in the reports unless CRDC is specified as the owner in the Agreement.

- If the CRDC owns copyright in other material, it may apply conditions to the use of its copyright material. It will not unreasonably withhold its consent to the use of material in which it owns the copyright.

- CRDC will not require researchers to 'waive' their moral rights or otherwise consent to an action that would infringe their moral rights.

4. Teaching

- The RP is entitled to use the Project Technology and Scholarship Technology for student education purposes provided that it does not disclose Confidential Information, prejudice the protection of the Project Technology or Scholarship Technology or prejudice the Commercialisation of the Project Technology or Scholarship Technology.

5. Publication

- The RP is required to obtain CRDC's written approval before distributing or publishing <u>any</u> material resulting from the Project.

- Media Releases, public announcements or unrefereed publications (eg conference papers) about the Project or the material produced in the Project require the CRDC's prior approval in accordance with the Deed. CRDC will endeavour to approve the publication within 10 Business Days of CRDC receiving the documentation from the RP.

- CRDC may withhold its consent to publish where such publication:

    - contains confidential information: or

    - may prejudice the protection of the Project Technology or Scholarship Technology: or

    - may prejudice the Commercialisation of the Project Technology or Scholarship Technology; or

    - has not been subject to peer review and, in the CRDC's reasonable opinion, requires peer review; or

    - following peer review, the CRDC considers on reasonable grounds that the proposed Publication is not considered acceptable for publication in a recognised journal; or

    - in the CRDC's reasonable opinion is not in the interests of the Australian cotton industry.

- In respect of any publication or other material arising from the Project, the RP is required to acknowledge CRDC as an investor in the Project and to provide to CRDC an electronic copy of the publication before distribution.

- If CRDC owns the copyright in material produced in the Project, its consent to publishing the material will be conditional on it being able to make any changes before its distribution.

6. IP Management

- The RP is required to provide to the CRDC an IP Register setting out all IP rights it proposes to use in, or expects to be generated by, the conduct of the Project as well as the owners of the IP and any conditions of use.

- The RP is required to notify CRDC in writing within 20 Business Days of all significant material and/or changes to IP ownership arising from the carrying out of the Project (and include such notification in the next Progress Report or Final Report).

- The RP is required to take all reasonable steps to ensure that no person or organisation other than those identified in the IP Register will be in a position to make a claim to IP in respect of the Project Technology, except in cases where the CRDC has agreed otherwise in writing.

7. Conflict of interest

- The RP is required to warrant to the best of its knowledge after having made proper enquiry that no Conflict of Interest exists or is likely to arise in respect of its involvement in the conduct of the Project.

- The RP undertakes to use all reasonable endeavours to avoid any situation from arising or engaging in any activity during the conduct of the Project, which may result in a Conflict of Interest.

Team Member 1	**Team Member 2**
Signature	Signature
Name (print)	Name (print)

Team Member 3	**Team Member 4**
Signature	Signature
Name (print)	Name (print)

PLEASE CONTINUE ON A FURTHER SHEET IF NECESSARY

SCHEDULE 4 – DEED OF CONFIDENTIALITY FOR PROTECTION OF CRDC CONFIDENTIAL INFORMATION

DATE **[*Insert date*]**

PARTIES

Cotton Research and Development Corporation (ABN 71 054 238 216) a body incorporated in accordance with the Primary Industries and Energy Research and Development Act 1989 (the **CRDC**)

and

[Insert name and address of employee, student, agent, subcontractor of the Research Provider] (the **Recipient)**

RECITALS

A. The CRDC is providing Funding for the conduct of the Project or Scholarship, CRDC Agreement Code [***Insert***].

B. The Project or Scholarship requires the Recipient to have access to information confidential to the CRDC.

C. The CRDC and **[*Insert name and address of the Research Provider*]** (**Research Provider**) have entered into an Agreement pursuant to which the Research Provider will conduct the Project or Scholarship.

D. The Recipient will be assisting the Research Provider to conduct the Project or is a Student of a Scholarship supervised by the Research Provider.

OPERATIVE PROVISIONS

1 INTERPRETATION

"Agreement" means the agreement between the CRDC and the Research Provider dated **[*Insert date of Agreement*]** for the conduct of the Project or Scholarship.

"CRDC Confidential Information" means information that:

(a) is by its nature confidential;

(b) is designated by the CRDC as confidential; or

(c) the Recipient knows or ought to know is confidential; or

(d) is comprised in or relates to the CRDC Material; or

(e) is comprised in or relates to the Project Technology or Scholarship Technology, where the CRDC is the owner or co-owner thereof;

and includes the terms of the Agreement, but does not include information which:

(f) is or becomes public knowledge other than by breach of the Agreement, this Deed of Confidentiality or any other confidentiality obligations; or

(g) has been independently developed or acquired by the Recipient as established by written evidence.

"Conflict of Interest" has the same meaning as in the Deed.

"CRDC Material" has the same meaning as in the Deed.

"Deed" means the Deed between the CRDC and the Research Provider for Research, Postgraduate Scholarships and Travel to be undertaken in support of the Australian Cotton Industry dated ***[insert date of Deed]***.

"Personal Information" has the same meaning as in the Deed.

"Project" has the same meaning as in the Deed.

"Project Approval" has the same meaning as in the Deed .

"Project Technology" has the same meaning as in the Deed .

"Scholarship Technology" has the same meaning as in the Deed .

2 NON DISCLOSURE

2.1 Except as required in the proper performance of the Agreement or as expressly permitted by the Deed or an Agreement, the Recipient must not copy, reproduce or disclose any CRDC Confidential Information without the prior written consent of the CRDC, which consent the CRDC may grant or withhold in its absolute discretion.

3 RESTRICTION ON USE

3.1 The Recipient must use CRDC Confidential Information only for the purpose of properly performing the obligations and exercising the rights of the Research Provider pursuant to, or in relation to, the Agreement.

3.2 The Recipient must not access, use, modify, disclose or retain any personal information the Recipient has acquired during the conduct of the Project except for the purpose of conducting the Project unless otherwise agreed by the CRDC.

4 SECURITY

4.1 If requested by the CRDC, the Recipient must cooperate in any security checks the CRDC wishes to make of the Recipient (including by providing information usually requested in such circumstances).

5 DELIVERY UP OF DOCUMENTS

5.1 The CRDC may, upon not less than 2 Business Days written notice to the Recipient, demand the delivery to the CRDC or the destruction of all documents in the possession or control of the Recipient which contain CRDC Confidential Information.

6 SURVIVAL OF OBLIGATIONS

6.1 The obligations in this agreement are perpetual.

7 APPLICABLE LAW

7.1 This Deed will be governed by the laws for the time being in force in New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

EXECUTED as a deed.

SIGNED for
and on behalf of the **Cotton Research and Development Corporation** by its duly authorised representative

in the presence of:

_____	_____
Signature of witness	Signature of CRDC representative
_____	_____
Name of witness	Name of CRDC representative
	_____
	Position of CRDC representative

SIGNED by
[name of Recipient] in the presence of:

_____	_____
Signature of witness	Signature of Recipient
_____	_____
Name	Name of Recipient

SCHEDULE 5 – DEED OF CONFIDENTIALITY FOR PROTECTION OF RESEARCH PROVIDER CONFIDENTIAL INFORMATION

DATE **[*Insert date*]**

PARTIES

[*Insert name, ABN and address of the Research Provider*] (***Research Provider***)**.**

[*Insert name and address of employee, agent, subcontractor of the CRDC*] (***Recipient***)

RECITALS

A. The Research Provider and the Cotton Research and Development Corporation, ABN 71 054 238 216 (**CRDC**) have entered into a Deed pursuant to which the CRDC will provide Funding for the Project.

B. The Research Provider is conducting the Project.

C. The Recipient requires access to information confidential to the Research Provider.

OPERATIVE PROVISIONS

1 INTERPRETATION

"Agreement" means the agreement between the CRDC and the Research Provider dated **[*Insert date of Agreement*]** for the conduct of the Project.

"Deed" means the Deed between the CRDC and the Research Provider for Research Development, Postgraduate Scholarships and Travel to be Undertaken in Support of the Australian Cotton Industry dated **[*Insert date of Deed*].**

"Personal Information" has the same meaning as in the Deed.

"Project" has the same meaning as in the Deed .

"Project Approval" has the same meaning as in the Deed .

"Project Technology" has the same meaning as in the Deed .

"Research Provider Confidential Information" means information that:

(a) is by its nature confidential;

(b) is designated by the Research Provider as confidential;

(c) the Recipient knows or ought to know is confidential;

(d) is comprised in or relates to the Research Provider Material; or

(e) is comprised in or relates to the Project Technology or Scholarship Technology, where the Research Provider is the owner or co-owner thereof;

but does not include information which:

(f) is or becomes public knowledge other than by breach of the Deed, a Project Approval or this Deed of Confidentiality or any other confidentiality obligations; or

(g) has been independently developed or acquired by the Recipient as established by written evidence.

2 NON DISCLOSURE

2.1 Except as required in the proper performance of the Agreement or as otherwise authorised by the Agreement, the Recipient must not copy, reproduce or disclose any Research Provider Confidential Information without the prior written consent of the Research Provider, which consent the Research Provider may grant or withhold having regard to the terms of the Agreement in its absolute discretion.

3 RESTRICTION ON USE

3.1 The Recipient must use Research Provider Confidential Information only for the purpose of properly performing the obligations, or exercising the rights, of the CRDC pursuant to, or in relation to, the Agreement.

3.2 The Recipient must not access, use, modify, disclose or retain any personal information the Recipient has acquired during the conduct of the Project except for the purpose of conducting the Project.

4 SECURITY

4.1 If requested by the Research Provider, the Recipient must cooperate in any security checks the Research Provider wishes to make of the Recipient (including by providing information usually requested in such circumstances).

5 DELIVERY UP OF DOCUMENTS

5.1 The Research Provider may, upon not less than (2) two Business Days' written notice to the CRDC, demand the delivery to the Research Provider, or destruction of, of all documents in the possession or control of the Recipient which contain Research Provider Confidential Information.

6 SURVIVAL OF OBLIGATIONS

6.1 The obligations in this Deed are perpetual.

7 APPLICABLE LAW

7.1 This Deed will be governed by the laws for the time being in force in New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

EXECUTED as a deed.

SIGNED for
and on behalf of the **[*Insert name of Research Provider*]**
by its duly authorised representative in the presence of:

_____	_____
Signature of witness	Signature of Research Provider representative
_____	_____
Name of witness	Name of Research Provider representative
	_____
	Position of Research Provider representative

SIGNED by
[name of Recipient] in the presence of:

_____	_____
Signature of witness	Signature of Recipient
_____	_____
Name	Name of Recipient

SCHEDULE 6 – FORM OF DISCLAIMER AND ACKNOWLEDGEMENT

Disclaimer

The CRDC accepts no responsibility for the accuracy or completeness of any material contained in this publication. Additionally, the CRDC disclaims all liability to any person in respect of anything, and of the consequences of anything, done or omitted to be done by any such person in reliance, whether wholly or partly, on any information contained in this publication. Material included in this publication is made available on the understanding that the CRDC is not providing professional advice. If you intend to rely on any information provided in this publication, you should obtain your own appropriate professional advice.

Acknowledgement

The Research Provider **[*Insert their actual name*]** acknowledges the financial assistance **[*Insert detail of any other assistance provided by the CRDC*]** of the Cotton Research and Development Corporation in order to undertake this **[*Insert details of the Project or Scholarship*]**.

SCHEDULE 7 - EXISTING PROJECT AGREEMENTS