



iMOVE CRC Project Agreement

iMOVE Australia Limited

BindiMaps Pty Limited

Project No: 3-048

Project Title: Sensory Sensitivity
Wayfinding

Project Executive Summary

This *Sensory Sensitivity Wayfinding* project will explore how digital navigation tools can better support people with sensory sensitivities when navigating complex public transport hubs. Through co-design, consultation, and user research, the project will investigate the barriers faced in navigating public transport venues and identify the design principles required to address them. The findings will inform the development of sensory-friendly wayfinding features, helping to shape more inclusive, user-centred mobility solutions for transport settings across Australia.

iMOVE CRC Project Agreement

Nature of Agreement

This Project Agreement consists of the Project details below (**Project Details**), together with the *Project Terms* attached to these Project Details. These Project Details are to be read together with the attached Project Terms.

Unless separately defined, terms used in these Project Details will have the meaning set out in the Project Terms.

Parties

The Project Parties are the Participants listed below

3. Project Participants					
3.1 Lead Project Party					
BindiMaps Pty Limited (BindiMaps)					
3.2 Other Project Participants					
3.3 Responsible Participants (those carrying out the project activities)					
Participant Organisation	Contact details for Project Personnel				
	Name/Position	Email	Phone		
BindiMaps	Anna Wright CEO	anna@bindimaps.com	0412006427		
3.4 Specified Personnel					
Participant Organisation		Name / Position			
BindiMaps		Tony Burrett CPO			
3.5 Project Leader					
Anna Wright					

Project Details

1. Project Summary	
1.1 Project Title	Sensory Sensitivity Wayfinding
1.2 Project Number	3-048

2. Project Dates

2.1 Commencement Date

Effective date of commencement (EDC), being the date the last Party signs this Agreement

2.2 Completion Date

EDC + 13 months* (*must be completed by September 2026)

4. Project Description

4.1 Background

People with sensory sensitivities often face significant barriers when navigating public transport environments. These barriers include overwhelming noise, lighting, and crowding, which can make independent travel stressful or inaccessible. While tools like static sensory maps exist, BindiMaps' early research has shown that such solutions are often generic and fail to address the complexity of individual sensory needs in real-time.

The Sensory Sensitivity Wayfinding project is being undertaken to explore how digital wayfinding technology can better serve this user group. By conducting user research, co-design workshops, and early prototyping, BindiMaps aim to develop a foundational understanding of what meaningful, personalised navigation support for sensory sensitivities should look like. This work will inform future feature development in BindiMaps' infrastructure-free, accessible wayfinding platforms, and will generate valuable insights for the broader transport and accessibility sectors.

4.2 Project Objectives

The main project objective is to:

- **Produce functional prototypes (or Minimal Viable Product - MVPs) of digital wayfinding solutions** that respond to user requirements, demonstrating the feasibility and potential of sensory-friendly design.

Sub-objectives of the project are to:

- **Develop a validated framework for sensory-sensitive wayfinding**
- **Deliver a set of evidence-based design guidelines and user requirements** to inform the future development of inclusive navigation tools and features.
- **Provide a roadmap for further development and deployment**, including insights into technology, user experience, accessibility standards, and practical implementation in real-world environments.

4.3 Project Strategy / Scope of Work

To deliver the project outcomes, BindiMaps will undertake the following activities, progressing from research to prototype development and evaluation. The work will be carried out in six structured stages:

Stage 1. Define Problem Hypotheses

BindiMaps will formulate and document specific hypotheses about the challenges faced by people with sensory sensitivities in public transport environments. This project will concentrate on one sensory sensitivity – noise. Hypotheses will focus on the effects of unexpected auditory sensory inputs and mismatches between environmental expectations and reality.

Stage 2. Conduct User Research

BindiMaps will conduct qualitative and quantitative user research with individuals who have auditory sensory sensitivities. This will involve:

- Interviews to understand key stressors. The initial sample size for the interviews is 10 participants and one interview per participant. If BindiMaps finds that the data does not reach saturation and new insights and themes continue to emerge, the participant pool will expand accordingly. BindiMaps' will conduct both in-person and online interviews, depending on the location and preferences of the interview subject. BindiMaps will recruit participants via a formal partnership with ASPECT, as well as via direct recruiting. The direct recruitment of participants will be through BindiMaps' existing network of users and advocates, and through social media outreach on the BindiMaps platforms. There is difficulty recruiting participants with sensory sensitivities and/or on the autism spectrum who are willing to participate in research. In the past BindiMaps has worked with ASPECT who have provided expertise and helped with recruitment for these interviews. BindiMaps plans to work with ASPECT again for this project.
- A Survey to identify preferred navigation aids and alert formats. The survey questions will be based on the findings from the interviews. The survey will be done online, and with the same participants as in the interviews, with additional participants recruited if required.
- Validation of the problem hypotheses and confirmation of user requirements.

Stage 3. Define MVP Features

Based on research findings in stage 2 above, BindiMaps will define and document an MVP called "Sensory Awareness Mode". This MVP is a prototype designed to be used in rapid testing to prove or disprove the hypotheses. The MVP feature set will include:

- Static sensory mapping with visual overlays (e.g. icons or heatmaps for  noise,  crowding).
- Real-time alerts based on available data feeds (e.g. cleaning schedules, live crowding data).
- Personalisation settings to allow users to adjust thresholds and preferences.
- Pre-journey route previews showing sensory information.

Stage 4. Map and Integrate Sensory Data

BindiMaps will map static sensory zones within a specific BindiMap-supported location/s in collaboration with a transport partner, (potentially Adelaide Rail) tagging indoor areas with known high auditory sensory load (e.g. escalators, echoey corridors, food courts).

Up to three sources of dynamic sensory data will be identified and integrated where available. Dynamic sensory data is the set of regularly updated data about a specific location that BindiMaps is able to receive digitally. This dynamic sensory data includes:

- Live crowding data from transit APIs.
- Maintenance or cleaning schedules.
- IoT sensor data (e.g. sound levels).

Note: The use of these data sources depends on third parties and whether these parties have appropriate APIs and are prepared to share them with BindiMaps. For example, Transport for NSW has a data public data portal that provides APIs on a range of data, including almost-live information on how crowded trains are. Adelaide Rail also has a range of public APIs available for use. However, some of the data that may be needed to address the user requirements uncovered in the surveys and interviews may not exist or may be private and BindiMaps is unable to access it.

Stage 5. Develop and deploy MVP at pilot site

BindiMaps will develop and deploy MVP features at a selected pilot site, Adelaide Rail. Adelaide Rail is a current BindiMaps customer, which means that mapping and location data is already available. BindiMaps has received in-principle agreement from Adelaide Rail to conduct testing at their site. The areas BindiMaps intends to use for testing are public spaces, accessible to all members of the public without restriction.

This pilot will include:

- A static sensory map layer.
- At least one dynamic input.
- User-facing features including alerts and route previews.

Each build will be tested in short, structured development cycles (iterations), with user feedback captured through in-app surveys and interaction data. Each cycle will inform the next development sprint. BindiMaps will recruit 10 users from the initial focus and survey groups (where located locally), and will supplement users through ASPECT and direct marketing. Each cycle will typically consist of a 1–2 week testing periods followed by internal review, refinement, and the deployment of an updated prototype for further testing. Each cycle will be tested with 2 to 3 of the 10 users recruited for pilot testing.

The pilot will run for 7 weeks.

Stage 6. Evaluate Impact and Define Success Metrics

BindiMaps will assess the effectiveness of the prototype MVP through defined metrics and user testing. This will include surveys and feedback from the participants, gathered in stage 5, as well as direct observation and notes by the testers, also gathered in stage 5. The test metrics include:

- Engagement rates with Sensory Awareness Mode.
- User-reported stress levels and confidence improvements.
- Number and type of alerts triggered and acted upon.
- Satisfaction feedback from sensory-sensitive users.

This Project contributes to at least the following iMOVE Commonwealth Milestones:

Output 3.2: Enhanced adoption of new services - strategies to enhance acceptance and adoption of new technologies and services, such as MAAS (mobility as a service) and CAVs, with special attention to vulnerable travellers (e.g., pedestrians, elderly and disabled travellers)

3.2.01: Developed models for understanding and predicting individual travel and activity behaviour

3.2.02: Completed feedback from community to assess attitudes and willingness to adopt

3.2.03: User preference assessment completed and captured in Technology Roadmap

4.4 Project Outputs and Milestones

Milestone 1: iMOVE Kick-Off Meeting - EDC

Milestone 2: Static Sensory Mapping Report - EDC + 5 months

- **Static Sensory Mapping Report** (including annotated site maps, mapping methodology, sensory trigger categories, and user feedback from validation phase).

Milestone 3: Final Report: Prototype - EDC + 13 months

Final Report including:

- Summary of user research and insights
- MVP feature specifications.
- Summary of the MVP iterative cycle development process
- Evaluation Metrics and Results
- Recommendations for broader deployment

4.5 Project Management

The kickoff meeting will be organised by iMOVE upon signature of this agreement.

Quarterly project progress reports will be provided by *BindiMaps* to iMOVE using the report template provided by iMOVE. The report will summarise activities for the preceding period (including progress on outputs and milestones listed in Section 4.4 above) and highlight any issues or risks”

Where applicable, reports will include images and video, project expenditure and any alterations to the expected development plan or schedule. iMOVE representatives will be invited to in-person demonstrations of prototypes and core technologies at each development stage.

In-kind reports will be provided by *BindiMaps* to iMOVE on a regular basis, as requested by iMOVE.

BindiMaps will schedule regular monthly meetings with iMOVE to discuss and report on progress and hear any feedback or suggestions from the iMOVE team. This can be discussed between *BindiMaps* and iMOVE regarding the frequency of the meetings.

BindiMaps uses Trello as a project management tool to provide transparency and to track and manage progress for our projects.

The *BindiMaps* team will meet at least weekly on this project, more often where necessary.

4.6 Risk Management Plan Assessment

Outline key project risks (including OH&S if applicable) below. Provide any other relevant comments in this section, or leave blank.

Description	Likelihood	Impact	Combined	Risk strategy
Summarise risk	[Use L, M or H]	[Use L, M or H]	[Use L, M or H]	<i>Detail strategy to manage risk</i>
Difficulty engaging participants with lived experience of sensory sensitivities and disability	Medium	Medium	Medium	Partner with advocacy organisations; offer flexible participation formats; provide compensation and accommodations.
Inadequate representation of diverse user needs	Medium	Medium	Medium	Ensure inclusive recruitment; track participant diversity; conduct iterative engagement.
Technical limitations in integrating new features across platforms	Medium	Medium	Medium	Conduct early architecture reviews; design modular prototypes; use phased rollouts.
Accessibility and usability issues in new features	Medium	Medium	Medium	Include accessibility experts; conduct audits; test extensively with target users.
Delays in product development or testing cycles	High	High	High	Use Agile methodology; include milestone buffers; ensure cross-functional coordination.
Ethical or privacy concerns in user data collection	Low	Medium	Low	Obtain informed consent; anonymise data; comply with legal and ethical standards.
Misalignment with transport partners or external stakeholders	Medium	Medium	Medium	Engage stakeholders early; align on expectations; maintain communication channels.

4.7 Utilisation Plan

The “Sensory Sensitivity Wayfinding – BindiMaps” project aims to advance transport equity by providing people with sensory sensitivities, such as those on the autism spectrum or with sensory processing disorders, with the same access to reliable, inclusive transport as everyone else. By enhancing BindiMaps’ digital wayfinding technology, the project will deliver features that enable users to avoid—or prepare for—overwhelming stimuli (like loud noises, bright lights, or crowded areas) when navigating public transport hubs.

These new features will be embedded into the core BindiMaps platform—across app, kiosk and web-based tools—and made available for deployment with transport and government partners. BindiMaps will incorporate the static sensory maps and dynamic alerting functionality as standard modules in future installations.. User-tested design principles and data from this project will also inform updates to the BindiMaps Navigation Language Framework (NLF) and accessibility settings.

BindiMaps will actively promote and roll out these features through existing partnerships with transport hubs, hospitals, and universities, and use the results of this project to advocate for broader adoption of sensory-friendly design in digital wayfinding. Ultimately, the project will help BindiMaps serve a broader range of users, and enable public and private facility operators to create more inclusive environments.

5. Background IP

A description of the Background IP (“BIP”) is listed below, along with any warranties, restrictions or conditions. All Parties making BIP available provide the warranties under clause 3.2 of the Project Terms.

Party Providing BIP	Description of BIP	Warranties in relation to BIP	Restrictions or Conditions on Use
	(where subject to registered protection, e.g., patent, full registration details should be provided)	(exceptions to warranty in clause 3.2(b) of the Project Terms relating to prior rights granted to BIP)	(unless detailed below, license at clause 3.3 of the Project Terms will apply)
BindiMaps	The complete BindiWeb web-based wayfinding product including digital maps, routing algorithms, UI and UX designs, the BindiMaps Content Management System.	NA	NA
BindiMaps	<p>The BindiMaps iOS and Android mobile apps including localisation and routing algorithms, UI and UX designs, the BindiMaps Content Management System.</p> <p>The BindiMaps Navigation Language Framework which provides audio navigation directions for users with low vision.</p> <p>The BindiMaps Hyperlocal indoor positioning system, including the 3D digital point cloud production pipeline, the Hyperlocal CMS elements and the localisation pipeline</p>	NA	NA

6. Project IP

6.1 Ownership (clause 9.1)

The Project IP Rights Holder is BindiMaps Pty Ltd.

7. In-kind Contributions

Project in-kind Contributions are shown in the attached "7. In-kind Contributions" spreadsheet.

A description of the in-kind resources is provided below:

Staff In-kind

- Dr Anna Wright (0.4 FTE) - project management, participant recruitment and research
- Mr Tony Burrett (0.4 FTE)- product oversight and management, participant research
- Mr Keith Urquhart (0.4 FTE)- product design and engineering
- Ms Rachel Monreal (0.7 FTE)- participant recruitment and administration of research.

7. In-Kind Contributions - enter data into white spaces only

Project Title	Sensory Sensitivity Wayfinding
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Revision	0
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Category	In-kind Value
1	\$ 250,000
2	\$ 250,000
3	\$ 250,000
4	\$ 250,000
5	\$ 250,000

As per Commonwealth instruction all in-kind is deemed to be \$250,000 per person per year (FTE) regardless of category.

Staff In-Kind Contributions - RESEARCH PARTNER					
Party	Person	Category	FY 25-26		Total [AUS\$]
			FTE	Value	
			0.000	-	0.000
Total Researcher			0.000	-	0.000

Staff In-Kind Contributions - INDUSTRY					
Party	Person	Category	FY 25-26		Total [AUS\$]
			FTE	Value	
BindiMaps	Dr Anna Wright	1	0.200	50,000	0.200
BindiMaps	Mr Tony Burrett	1	0.200	50,000	0.200
BindiMaps	Mr Keith Urquhart	1	0.200	50,000	0.200
BindiMaps	Ms Rachel Monreal	1	0.500	125,000	0.200
Total Industry			1.10	275,000	0.80
TOTAL Staff In-kind			275,000	200,000	475,000

Other In-Kind Contributions (e.g., specialist laboratory use, Equipment etc)					
Party	Item	FY 25-26		FY 26-27	
		Value [AUS\$]	Value [AUS\$]	Value [AUS\$]	Total [AUS\$]
					-
Total Other		-		-	-

Total In-Kind		FY 25-26	FY 26-27	Total [AUS\$]
		275,000	200,000	475,000

8. Project Budget

Project cash-funded resources are shown in the attached “8. Cash Budget” spreadsheet.

A description of the cash-funded resources is provided below:

Staff Costs:

- Senior UX/UI researcher (0.51 FTE) lead the customer research, and test the product iterations. This position is to be recruited by BindiMaps
- Mr Norris Wu (0.40 FTE) - product engineering and testing
- Mr JR Barresi (0.30 FTE) - customer research and product testing

Other Expenses:

- Participant Recruitment Costs \$20,000, including fees to ASPECT and other marketing to obtain research participants.
- Travel expenses for user testing \$10,000. Travel to Adelaide (from Melbourne and Sydney) is anticipated as BindiMaps has a relationship with Adelaide Rail and a series of installations there, ready for this testing. BindiMaps team is based in Sydney and Melbourne.
- Contract designer and UI resources \$8,250 required for when building features for testing.

8. Cash Budget - Enter data into white spaces only

Project Title	Sensory Sensitivity Wayfinding
Project Start Date	EDC
Project Duration (Months)	13 months

Cash Contribution (due prior to commencement of Project)				
Party	FY 25-26 [AUS\$]	FY 26-27 [AUS\$]	Total [AUS\$]	
iMOVE	175,000	75,000	250,000	
Total	175,000	75,000	250,000	

Staff Costs							
Party	Person	Category	FY 25-26		FY 26-27		Total
			FTE	Value [AUS\$]	FTE	Value [AUS\$]	
BindiMaps	Senior UX/UI researcher	3.00	0.38	66,500	0.13	22,750	89,250
BindiMaps	Mr Norris Wu	3.00	0.20	35,000	0.20	35,000	70,000
BindiMaps	Mr JR Barresi	3.00	0.20	35,000	0.10	17,500	52,500
Total			0.78	136,500	0.43	75,250	211,750

Category Abbreviation	iMOVE project labour charge rates per FTE, per annum
	(ex-GST)
Base Technical	1 \$110,000
Research Assistant	2 \$140,000
Research Fellow	3 \$175,000
Senior Research Fellow	4 \$210,000
Professor/Associate Professor	5 \$260,000

Other Expenses (e.g., travel, parts etc)				
Description	Party	FY 25-26	FY 26-27	Total [AUS\$]
Travel for User testing	BindiMaps	10,000		10,000
Participant Recruitment Costs, including fees to ASPECT, marketing to obtain participants	BindiMaps	20,000		20,000
Contract designer and UI resources	BindiMaps	8,250		8,250
Total		38,250	-	38,250

Total Project Cash Budget				
	FY 25-26	FY 26-27	Total [AUS\$]	
	174,750	75,250	250,000	

9. Project Payment Milestones

Milestone Number	Due date	Milestone Description	Milestone Payment Amount
Milestone 1	EDC	iMOVE kick-off meeting	\$100,000
Milestone 2	EDC + 5 months	Static Sensory Mapping Report (including annotated site maps, mapping methodology, sensory trigger categories, and user feedback from validation phase).	\$75,000
Milestone 3	EDC + 13 months	Final Report including: <ul style="list-style-type: none"> • Summary of user research and insights • MVP feature specifications. • Summary of the MVP iterative cycle development process • Evaluation Metrics and Results • Recommendations for broader deployment 	\$75,000
TOTAL			\$250,000

Details of the deliverables associated with each milestone are outlined in section 4.4.

Evidence that a milestone deliverable has been delivered must be provided to iMOVE (typically by uploading to the iMOVE portal MOMENTUM)

Milestone payments will be made following acceptance by iMOVE of the evidence of delivery of the relevant deliverable.

10. Unused – DO NOT REMOVE

11. Special Conditions (per clause 1.3 of Project Terms)

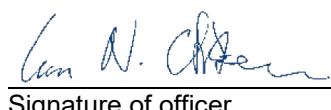
1. The parties acknowledge that the term of the CRC is due to end on 30 June 2027 (**CRC Closure Date**). Despite anything in the Project Budget or the Project Terms, the Company is not required to make any Milestone Payment(s) after the CRC Closure Date.
2. If the Project is not completed by the CRC Closure Date it will, unless otherwise agreed by the parties, automatically terminate on that date.

EXECUTED BY THE PARTIES AS AN AGREEMENT (Comprising These Project Details and the Project Terms)

EXECUTED for iMOVE AUSTRALIA
LIMITED ABN 11 618 758 491 by an
authorised officer in the presence of



Signature of witness



Signature of officer



← Ian Christensen

Name of officer (print)

Melissa Ling

Name of witness (print)

Managing Director

Office held

29 July 2025

Date

EXECUTED for BindiMaps Pty Ltd
ABN 94 616 786 988 by an authorised
officer in the presence of



Signature of witness

Anthony Burrett
Name of witness (print)

Anna Wright

Signature of officer

← **Anna Wright**
Name of officer (print)

CEO
Office held

29 July 2025
Date

iMOVE Project Agreement Terms

BACKGROUND

- A. The Project has been approved by the Company in accordance with the policies and delegations adopted by the Board.
- B. The Parties enter into this Agreement to set out the terms and conditions which will apply to the conduct of the Project.

NOW IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Advisers means:

- (a) the financial or legal advisers of a party;
- (b) the respective officers and employees of those financial or legal advisers; and
- (c) the wholly owned commercialisation company of a Project Participant that is a university.

Agreement means the agreement consisting of the Project Details and these Project Terms (including the Schedules and Annexures to such documents), and any amendment agreed to in writing by the Parties.

Background IP means:

- (a) the Intellectual Property specified in Item 5 of the Project Details that a Party has agreed to contribute as Background IP to the Project; and
- (b) any other Intellectual Property that the Party has offered to contribute as Background IP for the Project and has been agreed in writing by all Parties as being accepted as Background IP for the Project,

but does not include any Project IP.

Board means the board of directors of the Company from time to time.

Business Day means, in relation to the doing of any action or the receipt of any notice in a place, a weekday other than a public holiday or bank holiday in that place.

Business Hours means from 9.00am to 5.00pm on any Business Day.

Cash Contribution means a cash contribution which the Project Participant has agreed is to be used for expenditure on the Project, as detailed in Item 8 of the Project Details.

Commencement Date means the commencement date for the Project specified in Item 2.1 of the Project Details.

Company means iMOVE Australia Limited.

Completion Date means the completion date for the Project specified in Item 2.2 of the Project Details.

Confidential Information means all information disclosed pursuant to the terms of this Agreement that is not in the public domain, that is by its nature confidential, or that has been designated as confidential by the disclosing party, and includes all

trade secrets, know-how, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written, or oral, visible or invisible).

Constitution means the constitution of the Company.

CRC means the research collaboration operated by the Company known as the iMOVE Cooperative Research Centre.

CRC Account means the cash component of the Participant Contributions and any Third Party Contributions, held in an account by the Company.

CRC Branding means the terms "CRC", "CRC Projects", "CRC-P", "Cooperative Research Centre" and the Programme logo and any additional items specified by the Commonwealth from time to time.

CRC Confidential Information means Confidential Information generated as a result of the activities of the CRC.

CRC Objective means the objects of the Company as set out in the Constitution.

Deliverables means the required deliverables for the Project as described in Items 4.4 and 9 of the Project Details.

Grant means the funds to be provided by the Company to the Project, as described in the Project Details

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

Intellectual Property or **IP** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs and circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include Moral Rights or rights of performers.

Lead Project Party (or LPP) means the Project Participant identified at Item 3.1 of the Project Details.

Milestone Payment means a payment of Project Funds due on completion of a particular Milestone, as detailed in Item 9 of the Project Details.

Milestones means the milestones for the Project as set out in Item 9 of the Project Details.

Participants means those persons or bodies (other than the Company) who are parties to the Participants Agreement from time to time.

Participants Agreement means the agreement entered into by the Company and the Participants dated 22 September 2017, as varied or amended from time to time.

Parties means the parties to this Agreement, being the persons detailed in the Project Details, and **Party** means one of them.

Party Confidential Information means any Confidential Information of a Party that is disclosed by that Party to another Party, or of which another Party becomes aware, whether before or after the date of this Agreement, but does not include CRC Confidential Information.

Personnel means the personnel, including employees, officers, agents, contractors, consultants and professional advisers of a Party allocated to or otherwise involved in the Project, and includes Specified Personnel.

Project means the project described in the Project Details.

Project Budget means the budget for the Project as set out in Item 8 of the Project Details, including any variations to that budget as agreed by the Parties in writing.

Project Contributions means a contribution to the Project (whether money, Assets, Personnel, facilities or services but not including any Intellectual Property) to be contributed by a Party to the Project (and in the case of Cash Contributions, applied to the Project) as set out in Item 7 and 8 of the Project Details and the Project Budget.

Project Details means the project details applicable to the Project attached to these Project Terms together with any variations to those details agreed by the Parties in writing.

Project Funds means the Grant, the Cash Contributions and any other money to be paid to the Responsible Participants for conducting the Project as set out in the Project Budget.

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

Project IP Rights Holder means the party identified as such in the Project Details.

Project Leader means the person appointed to act as a leader of the Project, as detailed in Item 3.5 of the Project Details.

Project Objectives means the objectives for the Project as set out in Item 4.2 of the Project Details.

Project Participants means the Parties other than the Company.

Project Terms means these clauses 1 to 22 (inclusive).

Related Entity, in relation to a Project Participant, means the parent entity of the Project Participant (being a corporation that beneficially holds 100% of the shares issued in the Project Participant), a corporation in which at least 50% of the equity is beneficially owned by such parent entity or a wholly-owned subsidiary of the Project Participant.

Responsible Participants mean, with respect to the Project, the Project Participants specified in Item 3.3 of the Project Details who are responsible for carrying out specified research, education, training or Utilisation under the Project.

Rules means the constitution, enacting legislation and its provisions, or any other form of provisions or policy statements governing the organisation and operation of a Party.

Special Conditions means the special conditions set out in Item 11 of the Project Details which are to prevail over every other term of this Agreement in accordance with clause 1.3.

Specified Personnel means the Personnel of the Company or a Party that are identified as Specified Personnel in Item 3.4 of the Project Details.

Term means the term of this Agreement as further detailed in clause 2.

Utilisation means technology transfer and take-up and use of project outputs. Commercial utilisation includes the manufacture, sale, hire or other exploitation of a product or process, or the provision of a service, incorporating Intellectual Property or the licensing of any third party to do any of those things, or otherwise licensing or assigning the IP. **Utilise** has a corresponding meaning.

Utilisation Plan means the plan specifying the approach to be adopted with respect to the Utilisation of Project IP as set out in Item 4.7 of the Project Details.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, Schedule or Annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is to Australian currency;
- (f) a reference to a party to a document (including this Agreement) includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it;

- (k) the liabilities of the Parties are not joint nor joint and several, but are several liabilities and obligations;
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and

headings are for ease of reference only and do not affect interpretation.

1.3 Priority

If there is any inconsistency between the documents and provisions that make up this Agreement (including the Schedules and Annexures), then the item appearing first in the list below will prevail over the lower placed items to the extent of the inconsistency:

- (a) the Special Conditions;
- (b) the Project Details;
- (c) the clauses of these Project Terms; and
- (d) the remaining Schedules and the Annexures.

2. TERM OF AGREEMENT

This Agreement and the Project commences on the Commencement Date and will continue until the later of the Completion Date or the date on which a Party discharges all its obligations under this Agreement with respect to the Project, subject to earlier termination in accordance with clause 8 (**Term**).

3. BACKGROUND IP

3.1 Making available

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

- (a) as specified in the Project Details; and
- (b) in accordance with:
 - (i) this clause 3; and
 - (ii) any written agreement between the Parties subsequent to the Project Details being agreed.

3.2 Warranty

Each Party represents and warrants to the other Parties that:

- (a) to its actual knowledge or belief, without the need to make additional enquiries, conduct searches or seek legal or patent opinion, it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Project;
- (b) except to the extent:
 - (i) disclosed in Item 5 of the Project Details; or
 - (ii) in the case of any Background IP not specified in the Project Details, notified in writing to the other Parties at the time of offering such Background IP,
 - (iii) the Party has not entered any agreement regarding that Background IP, or otherwise dealt with that

- (c) Background IP in any manner, that is inconsistent with the rights granted to the other Parties as described in the Project Details or this clause 3; and
- (c) it will not, without the written consent of the other Parties, enter any agreement in relation to or otherwise deal with that Background IP in a manner that restricts the exercise of the rights granted to the other Parties as described in the Project Details or this clause 3.

3.3 Licence for Project use

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

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

The licence granted under this clause includes a right to sublicense for the purposes of carrying out the Project unless otherwise specified in the restrictions referred to in clauses 3.3(a) and 3.3(b).

3.4 Licence for Utilisation

- (a) If a Party requires for the purposes of Utilisation of Project IP (but only to the extent permitted by this Agreement) a licence to use Background IP that was licensed in accordance with clause 3.3, that Party must notify the Party that has made the Background IP available (**BIP Owner**) in writing.
 - (b) If a BIP Owner receives a notice in accordance with clause 3.4(a), the BIP Owner will grant to the Party that has provided notice, on reasonable commercial terms to be agreed by the BIP Owner and the Party that has provided notice, a licence to use the BIP Owner's Background IP for the purposes of Utilisation of the Project IP provided that:
 - (i) the Project IP has been developed using that Background IP in accordance with this Agreement; and
 - (ii) that Background IP is required for the Utilisation of such Project IP,
- subject to any restrictions on its use specified or notified in accordance with clause 3.3(a) or 3.3(b).

3.5 Acknowledgement

Subject to the rights granted in this clause 3, the Parties acknowledge and agree that a BIP Owner (as defined in clause 3.4(a)) retains the right to control and use its Background IP and that ownership of the Background IP does not change. The BIP Owner may continue to use its Background IP freely (provided that the use is not inconsistent with the terms of this Agreement).

3.6 Infringement of Background IP

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

4. PROJECT FUNDS AND PROJECT CONTRIBUTIONS

4.1 Project Funds

- (a) Subject to the Company receiving any Cash Contributions that applicable Project Participants have committed to pay to the Company, the Company will pay the Project Funds to the Responsible Participants in Milestone Payments on achievement of the applicable Milestone, as determined by the Company and the Lead Project Party (each acting reasonably), and in accordance with the Project Details.
- (b) Without limitation to clause 8.2, if the Company and the Lead Project Party determine in accordance with clause 4.1(a) that a Milestone has not been achieved, the Company (following consultation with the Lead Project Party):
 - (i) may suspend or reduce the payment of Project Funds; and
 - (ii) will release the withheld Project Funds once the Responsible Participants have achieved the missed Milestone.

4.2 Cash Contributions

- (a) Each Project Participant must ensure that it has paid or pays its Cash Contributions to the Company at the times and in the manner sufficient to ensure that the Project can continue without interruption.
- (b) Cash Contributions to be made by a Project Participants may only be varied with the agreement of the Project Participant and the Company.
- (c) If a Project Participant fails to pay its Cash Contributions when due, the Company may suspend that Project Participant's role and involvement in the Project and the benefits arising therefrom, until such time as the outstanding amount has been paid.
- (d) If it is necessary to suspend the Project as a consequence of late or non-payment of Cash Contributions by a Project Participant, that Project Participant must pay to the Company (and in turn the Company will pay to the relevant Parties) the reasonable costs incurred by the other Parties that directly result from the suspension of the Project, not to exceed the amount of the late or unpaid Cash Contribution (and such amount will be in addition to the late or unpaid Cash Contribution).

4.3 Project Contributions

Each Project Participant must make its cash and non-cash Project Contributions available for the Project at the times and in the manner specified in the Project Details.

5. PROJECT MANAGEMENT AND REPORTING

5.1 Project Leader

The Project will be managed by the Project Leader. The Party that employs the Project Leader must use its best efforts to ensure that the Project Leader:

- (a) uses his or her reasonable efforts to ensure the Project is conducted:
 - (i) in accordance with the Project Details;
 - (ii) so as to achieve the Milestones and Project Objectives; and
 - (iii) so as to provide the Deliverables;
- (b) manages the day to day conduct of the Project; and
- (c) maintains records as reasonably directed by the Company.

5.2 Carrying out the Project

The Responsible Participants must carry out the Project:

- (a) in accordance with this Agreement (including the Project Details and the Project Budget);
- (b) diligently and to a professional standard;
- (c) using the Specified Personnel (if any);
- (d) so as to do all things reasonably necessary or desirable to achieve the Project Objectives;
- (e) so as to achieve the Milestones by their required dates;
- (f) so as to provide the Deliverables by their required dates;
- (g) in accordance with the Project Leader's reasonable directions;
- (h) in accordance with the risk management provisions set out in Item 4.6 of the Project Details; and
- (i) in accordance with all applicable law.

5.3 Project reporting

The Project Participant that employs the Project Leader must:

- (a) immediately report to the Company:
 - (i) any substantial deviation from the Project Details; and
 - (ii) any matter which the Project Leader considers will, or may, affect the ability of the Project to meet the Project Objectives, satisfy any Milestones, provide any Deliverables or be completed within the Project Budget;;
- (b) provide reports to the Company at least every three months on:
 - (i) progress with the Project, its outcomes, key achievements, Deliverables and Milestones;
 - (ii) any matter which the Project Leader considers will, or may, affect the ability of the Project to meet the Project Objectives, satisfy any Milestones, provide any Deliverables

	<p>or be completed within the Project Budget;;</p> <ul style="list-style-type: none"> (iii) any significant difficulties encountered during the Project and measures taken or plans to resolve them; (iv) any Project IP created (including a description of the Project IP, when it was created and by whom); and (v) the Background IP used in the Project. 		<p>(b) For the purposes of clause 6.2(a), Due Cause means any of:</p> <ul style="list-style-type: none"> (i) failure to make Project Contributions when required by this Agreement; (ii) unauthorised use or Utilisation of Project IP or Background IP; (iii) any other material breach of this Agreement in relation to the Project; (iv) change or proposed change to Personnel that is likely to adversely affect the Project; (v) failure to remedy a conflict in relation to the Project in accordance with clause 18 to the satisfaction of the Company; (vi) change in the direct or indirect beneficial ownership or control of the Project Participant that would affect its ability to comply with its obligations under this Agreement; (vii) disposal of whole or any part of the Project Participant's assets, operations or business other than in the ordinary course of business; (viii) ceasing to carry on business; (ix) insolvency; (x) steps taken by a mortgagee to take possession or dispose of the whole or any part of the Project Participant's assets, operations or business; (xi) steps taken to enter into any arrangement between the Project Participant and its creditors other than in the ordinary course of business; (xii) steps taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person, concerning the whole or any part of the Project Participant's assets, operations or business; (xiii) appointment of an investigator to investigate its affairs; or (xiv) assignment of its rights or obligations under this Agreement other than in accordance with clause 22.2.
5.4	Parties reporting to the Project Leader		
	<ul style="list-style-type: none"> (a) The Parties acknowledge that the Project Participant employing the Project Leader will require information on the status and results of the Project from time to time in order to fulfil its obligations under this Agreement. (b) Each Party agrees to provide such information in a timely fashion when requested by the Project Leader. 		
5.5	Separate Project financial accounts		
	<p>Each Project Participant must keep separate financial accounts which must record:</p> <ul style="list-style-type: none"> (a) any Project Contributions it makes under clause 4.3; (b) any payments of Project Funds made to it by the Company under clause 4.1; (c) all expenditure incurred by the Project Participant from Project Funds in carrying out the Project; and (d) any other expenditure associated with its carrying out the Project. 		
5.6	Assets		
	<p>To the extent that any Assets are to be purchased for the purposes of the Project, they will be purchased, owned, located and made available as set out in Item 8 of the Project Details.</p>		
6.	WITHDRAWAL AND EXPULSION FROM PROJECT		
6.1	Withdrawal from Project		
	<ul style="list-style-type: none"> (a) A Project Participant may withdraw from the Project by giving three months' notice (or such other period of notice agreed in the Project Details) to each other Party. (b) If a Project Participant withdraws from the Project the remaining Parties must agree on whether or not to continue the Project or a variation of the Project and the terms to which that continuation would be subject. (c) A Project Participant may not withdraw from the Project without the agreement of the other Parties if it would result in the Parties being in breach of any agreement with a third party. 		
6.2	Expulsion from Project		
	<ul style="list-style-type: none"> (a) A Project Participant may be expelled from the Project by notice from the Company if Due Cause exists in relation to the Project Participant and remains unremedied after 21 days following notice to that Project Participant. 		
		6.3	Consequences of withdrawal or expulsion from Project
			<ul style="list-style-type: none"> (a) If a Project Participant withdraws or is expelled from the Project, the Project Participant will from the date of effect of the withdrawal or expulsion: <ul style="list-style-type: none"> (i) cease to be a Party; (ii) subject to clause 6.3(b), relinquish all rights with respect to the Project and the Project IP (including, for the avoidance of doubt, all rights to use the Background IP of another Party and Project IP under the licences granted in clause 3.3 and clauses 10 and 11, respectively); and

	(iii) subject to clause 6.3(b), be relieved of its obligations to make Project Contributions, to carry out, report on or manage the Project, or otherwise participate in the Project.	8.2	Termination by the Company
(b)	The withdrawal or expulsion of a Project Participant from the Project:		The Company may terminate the Project and this Agreement upon 30 days written notice to the Project Participants:
(i)	will not affect:	(a)	if a Milestone is not achieved by the date by which it was required to be achieved and remains not achieved after 30 days following a notice from the Company to the Project Participants (or longer period of time specified by the Company in the notice); or
	(A) the enforceability of any obligations of that Project Participant;	(b)	if a Deliverable has not been provided by the date by which it was required to be provided and remains not provided after 30 days following a notice from the Company to the Project Participants (or longer period of time specified by the Company in the notice),
	(B) rights against that Project Participant accrued at that time or arising as a result of the withdrawal or expulsion;		provided that if required by the Commonwealth Agreement, the Commonwealth has been informed of the proposed termination and does not object to the termination of the Project.
	(C) any obligation upon the Project Participant to make available its Background IP under clause 3; or	8.3	Consequences of termination
	(D) licences to the Project Participant's Background IP granted or to be granted under clause 3;		Termination of the Project for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the time of termination.
(ii)	will not relieve the Project Participant of the obligations imposed upon it under this Agreement other than as specified in clause 6.3(a)(iii); and	8.4	Termination of Participants Agreement
(iii)	subject to clause 6.1(b), will not relieve the remaining Parties of their obligations under this Agreement and they will continue to carry out the Project in accordance with the terms of this Agreement.		The Project and this Agreement will automatically terminate if the Participants Agreement is terminated for whatever reason, unless otherwise agreed by the Parties.

7. VARIATION TO PROJECT

Subject to any variation mechanism that may be set out in the Project Details:

- (a) any significant variation to the Project, including variations to Project scope, Milestones or Deliverables, dealings with Intellectual Property, or cost, must be agreed in writing by the Company and all Project Participants, unless otherwise agreed in writing; and
- (b) a Project Participant will not be compensated for any work performed in relation to a variation that has not been authorised in accordance with this clause unless otherwise agreed by the Company (in its sole discretion).

8. TERMINATION OF PROJECT & AGREEMENT

8.1 Termination generally

The Project and this Agreement will terminate immediately:

- (a) if the Parties by unanimous written resolution agree to terminate the Project and this Agreement;
- (b) where pursuant to clause 6 all but one of the Parties has withdrawn or been expelled from the Project and this Agreement; and
- (c) as provided in clause 8.4.

8.2

Termination by the Company

The Company may terminate the Project and this Agreement upon 30 days written notice to the Project Participants:

- (a) if a Milestone is not achieved by the date by which it was required to be achieved and remains not achieved after 30 days following a notice from the Company to the Project Participants (or longer period of time specified by the Company in the notice); or
- (b) if a Deliverable has not been provided by the date by which it was required to be provided and remains not provided after 30 days following a notice from the Company to the Project Participants (or longer period of time specified by the Company in the notice),

provided that if required by the Commonwealth Agreement, the Commonwealth has been informed of the proposed termination and does not object to the termination of the Project.

8.3 Consequences of termination

Termination of the Project for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the time of termination.

8.4

Termination of Participants Agreement

The Project and this Agreement will automatically terminate if the Participants Agreement is terminated for whatever reason, unless otherwise agreed by the Parties.

8.5

Ceasing to be a Participant

If a Project Participant that is a Participant at the Commencement Date ceases to be a Participant prior to the end of the Term but does not withdraw from the Project in accordance with clause 6, then the Board, acting reasonably, will determine the consequences for the Project Participant under this Agreement.

9.

PROJECT IP

9.1

Ownership of Project IP

Project IP will vest legally and beneficially in the Project IP Rights Holder upon creation.

9.2

Vesting of ownership

The Parties must co-operate with each other Party and promptly do all acts and things and execute all documents which may be necessary or desirable for the purpose of vesting ownership of the legal and beneficial interest in the Project IP as required from time to time under this Agreement.

9.3

Dealing with Project IP

Each Project Participant:

- (a) must respond to a request from the Company to provide information in its possession regarding Project IP that has been developed by or on behalf of the Project Participant or is under development by or on behalf of the Project Participant;
- (b) must use its reasonable efforts to ensure that itself and its employees, agents, contractors, students under its supervision or other persons participating in the Project;

	<ul style="list-style-type: none"> (i) identify Project IP generated or developed by them; (ii) promptly communicate details of Project IP to the Project Leader; and (iii) do not prejudice protection of Project IP; and 	
(c)	must not use, Utilise, dispose of, encumber or otherwise deal with or enter any agreement in relation to any interest that it might hold in Project IP, except as authorised in this Agreement.	
9.4	Publication and disclosure	
	Unless authorised expressly under this Agreement (including in the Project Details), a Party must not publish or disclose to any third party any CRC Confidential Information.	
10.	PROJECT PARTICIPANTS' RIGHT TO USE PROJECT IP	
10.1	Project Participants	
	Subject to clause 10.2, each Project Participant has a non-exclusive royalty-free right to use the Project IP for the purpose of undertaking the Project in accordance with this Agreement.	
10.2	Conditions on use rights	
	The rights to use Project IP detailed in clauses 10.1 are subject to the relevant Project Participant:	
	<ul style="list-style-type: none"> (a) maintaining the confidentiality of Confidential Information; and (b) not prejudicing: <ul style="list-style-type: none"> (i) the Utilisation of the Project IP in accordance with clause 11; and (ii) the protection of the Project IP 	
10.3	Reporting by Project Participants	
	Each Project Participant must provide written reports to the Company regarding its use of the Project IP, at such times and containing such details as reasonably requested by the Company from time to time.	
11.	UTILISATION OF PROJECT IP	
11.1	Utilisation Plan	
	<ul style="list-style-type: none"> (a) The Utilisation Plan for the Utilisation of the Project IP is set out in Item 4.7 of the Project Details. (b) The Project IP Rights Holder must Utilize the Project IP in accordance with the Utilisation Plan and must report the Company in respect thereof as when reasonably required by the Company. 	
12.	MORAL RIGHTS	
	Prior to any Personnel of a Project Participant or students under its supervision participating in the Project, the Project Participant will ensure that any consents in relation to those persons' Moral Rights are obtained as may be reasonably necessary for the Project or for the use and Utilisation of the Project IP in accordance with this Agreement.	
13.	INDEMNITIES	
13.1	Mutual Indemnity	
		Subject to clauses 13.2, and 13.3, each Party (the indemnifying Party) irrevocably and unconditionally indemnifies and agrees to keep indemnified each of the other Parties and their respective directors, officers, employees, students engaged in the Project, agents and contractors (those indemnified) from and against any and all liability, loss, harm, damage, cost or expense (including legal fees on a full indemnity basis and net of any GST input tax credits to which those indemnified are entitled) howsoever arising that those indemnified may suffer, incur or sustain as a result of: <ul style="list-style-type: none"> (a) any breach of this Agreement (including material breach of any warranty given under this Agreement) by the indemnifying Party; (b) any unlawful or negligent act or omission by the indemnifying Party or any of its directors, officers, employees, students engaged in the Project, agents or contractors arising in connection with the Project; (c) the exercise by the indemnifying Party of any rights granted to it in relation to the Project IP or Background IP; or (d) where the indemnifying Party has been granted rights to Utilise Project IP pursuant to this Agreement, the exercise by the indemnifying Party of such Utilisation rights.
		13.2 Reduction of indemnity
		The indemnities given by an indemnifying Party pursuant to clause 13.1 will be reduced proportionately to the extent that the liability, loss, harm, damage, cost or expense referred to in clause 13.1 was caused or contributed to by: <ul style="list-style-type: none"> (a) any breach of this Agreement (including material breach of any warranty given under this Agreement) by any of those indemnified; (b) any unlawful or negligent act or omission by any of those indemnified or any of its directors, officers, employees, agents or contractors; (c) the exercise by any of those indemnified of any rights granted to it in relation to the Project IP or Background IP; or (d) the exercise by those indemnified of any Utilisation rights granted to those indemnified pursuant to this Agreement.
		13.3 Consequential losses
		Nothing in clause 13.1 or this Agreement will render a Party liable for any special, indirect or consequential loss or damages (including loss of income or profits, and loss of expectation of income or profits) arising under or pursuant to this Agreement.
		13.4 Notification of acts
		Each of those indemnified under clause 13.1 must promptly notify every indemnifying Party of any event or circumstance that may reasonably give rise to those indemnified relying upon the indemnities in clause 13.1.
		13.5 Survival
		The indemnities provided under clause 13.1 are a continuing obligation, separate and independent of each Party's other obligations and will survive the

	expiration or, where relevant, earlier termination of this Agreement and will continue to apply (both as a right and as an obligation) to any Party who withdraws or is expelled from the Project.	
14.	INSURANCE	
14.1	Obligation to insure	
(a)	Each Party must effect and maintain adequate insurance that a prudent person participating in the Project would maintain, to cover its participation in the Project,. Such insurance must cover loss or damage the Project Participant may suffer or any liability the Project Participant may incur in connection with its participation in the Project, and must include adequate run-off cover after this Agreement has expired or terminated with respect to the Project Participant.	(a) use Confidential Information only for the purposes of this Agreement;
(b)	Without limitation to clause 14.1(a), with respect to a Party's Utilisation of Project IP, such Party must effect and maintain adequate insurance that a prudent person Utilising the Project IP would maintain to cover its Utilisation of the Project IP, including public liability insurance and product liability insurance. Such insurance must cover loss or damage the Party may suffer or any liability the Party may incur in connection with its Utilisation of the Project IP, and must include adequate run-off cover after this Agreement has expired or terminated with respect to the Project Participant.	(b) if the Party is the Company, use and disclose CRC Confidential Information as required at its discretion for the purposes of this Agreement or otherwise for the purposes of the CRC Objective;
		(c) disclose Confidential Information to its:
		(i) employees;
		(ii) directors and officers;
		(iii) Advisers;
		(iv) students;
		(v) Related Entities; and
		(vi) consultants and contractors,
		who have a need to know for the purposes of this Agreement (and only to the extent that each has a need to know), provided the disclosure is made subject to an obligation of confidentiality in accordance with clause 17.6;
		(d) use and disclose Confidential Information where authorised under this Agreement;
		(e) disclose Confidential Information to the extent required by law or the rules of any stock exchange; and
		(f) disclose Confidential Information to a bona fide prospective purchaser of all or a majority of a Party's shares or assets and undertaking (including an entity with whom the Party is conducting bona fide negotiations directed towards a merger or consolidation) provided the prospective purchaser previously agrees in writing to keep the same confidential in accordance with clause 17.6.
14.2	Act as own insurer	
	A Project Participant may act as its own insurer provided that it receives the consent of the Company.	
14.3	Evidence of insurance	
	Within 10 Business Days of a request, each Project Participant must provide the Company with a certificate of currency of its relevant insurance policies as requested by the Company from time to time.	
15.	AMENDMENTS	
(a)	No agreement or understanding varying this Agreement will be legally binding unless it is in writing signed by all Parties.	(a) prior to disclosure is in the public domain or subsequent to disclosure to the Party becomes part of the public domain other than as a result of an unauthorised act or failure to act by that Party;
(b)	The Project Participants further acknowledge that certain amendments to this Agreement may require the Company to seek the prior written approval of the Commonwealth.	(ii) is received by the Party from a third party without any obligation to hold in confidence and which has not been obtained by that third party directly or indirectly from any Party;
16.	ACKNOWLEDGEMENT	(iii) is independently developed by an employee or officer of the Party owing the obligation of confidentiality while having no knowledge of the Confidential Information;
	The Project IP Rights Holder and the Lead Project Party must make such acknowledgement of the provision of the Grant as the Company, acting reasonably requires,	(iv) in the case of Party Confidential Information, the Party claiming confidentiality has agreed may be disclosed by that other Party; or
17.	CONFIDENTIAL INFORMATION	(v) in the case of CRC Confidential Information, the Company has agreed may be disclosed by that other Party.
17.1	Obligation	
	Except as otherwise provided in this clause 17, each Party must keep confidential and not disclose any Confidential Information (including CRC Confidential Information).	
17.2	Permitted use and disclosure	
	Each Party may:	

	(b) A Party is not obliged to maintain the confidentiality of its own Party Confidential Information.	(b) may only be used to attempt to resolve the Dispute.
17.4 Onus	The receiving Party has the onus of showing that any of the exceptions in clause 17.3 apply.	18.5 Costs
17.5 Combination of information	A combination of information will not be taken to be in the public domain merely because it contains information in the public domain.	Each Party involved in a Dispute must pay its own costs of complying with this clause 18. The Parties involved in the Dispute must equally pay the costs of any mediator.
17.6 Employees and other persons	Each Party must use its reasonable efforts to ensure that:	18.6 Termination of process
	(a) its respective employees, directors, officers, Advisers, students, Related Entities, consultants and contractors who participate in the Project or acquire access to Confidential Information, must comply with the obligation of confidentiality under this clause 17 as though parties to this Agreement; and	A Party involved in a Dispute may terminate the dispute resolution process by giving notice to each other Party in the Dispute after it has complied with clauses 18.1 to 18.3. Clauses 18.4 and 18.5 survive termination of the dispute resolution process.
	(b) any of the above mentioned employees, directors, officers, Advisers, students, Related Entities, consultants and contractors must continue to be bound by such obligations of confidentiality, including following the end of their employment or other position or relationship with the Party.	18.7 No arbitration or court proceedings
17.7 Survival	The obligations of confidentiality imposed on a Party will survive termination of this Agreement or the Party's expulsion or withdrawal from the Project.	A Party must comply with this clause 18 before starting arbitration or court proceedings (except proceedings for interlocutory relief).
18. DISPUTE RESOLUTION		19. GST AND R&D TAX INCENTIVE
18.1 Notification and good faith efforts	If a dispute arises out of this Agreement (Dispute), the Party claiming a Dispute has arisen must give the other Parties involved in the Dispute notice setting out details of the Dispute. During the 14 days after a notice of Dispute is given (or longer period if the Parties involved in the Dispute agree in writing), each Party involved in the Dispute must negotiate in good faith and use its reasonable efforts to resolve the Dispute.	19.1 Meaning of words
18.2 Appointment of mediator	If the Parties involved in the Dispute cannot resolve the Dispute within the period set out in clause 18.1, any of those Parties may require the Dispute to be referred to mediation. If the Parties to the Dispute cannot agree on a mediator within seven days after a request by one of them to refer the Dispute to mediation, the chair of the Resolution Institute or the chairman's nominee will appoint a mediator.	In this clause 19:
18.3 Role of mediator	The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party involved in the Dispute except if the Party agrees in writing.	(a) GST exclusive consideration means the consideration payable or to be provided for a Supply, but for the application of this clause 19;
18.4 Confidentiality	Any information or documents disclosed by a Party under this clause 18:	(b) Recipient means a party to whom a Supply is made;
	(a) must be kept confidential; and	(c) Supply means a supply made under or in connection with this Agreement;
		(d) Supplier means a party making a Supply; and
		(e) words or expressions that are defined in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) have the same meaning in this clause 19.
		19.2 Presumption
		Any consideration to be paid or provided for a Supply, unless specifically described in this Agreement as 'GST-inclusive', does not include an amount on account of GST.
		19.3 Gross-up
		Despite any other provision in this Agreement, if a Supplier makes a Supply on which GST is imposed (not being a Supply the consideration for which is specifically described in this Agreement as 'GST-inclusive'):
		(a) the GST-exclusive consideration for that Supply, is increased by, and the Recipient must also pay to the Supplier, an amount equal to the GST-exclusive consideration multiplied by the prevailing rate of GST; and
		(b) the amount by which the GST-exclusive consideration is increased under clause 19.3(a) must be paid to the Supplier by the Recipient without set-off, deduction or requirement for demand, at the same time as the GST-exclusive consideration is payable or to be provided.
		19.4 Reimbursement or indemnification

If a payment to a Party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.

19.5 Tax invoices

A Recipient need not make a payment for a taxable Supply until the Supplier has given the Recipient a tax invoice for the Supply to which the payment relates.

20. FORCE MAJEURE

20.1 Definition

- (a) In this clause 20, a **Force Majeure Event** affecting a Party means, subject to clause 20.1(b), anything outside that Party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, labour shortage and failure or delay in transportation and act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, subcontractors, customers, governments or government agencies).
- (b) If a Party to this Agreement is a government agency it will not be within the reasonable control of that Party merely because that Party is part of the government that has the legal capacity to perform an act or omission that may otherwise constitute a Force Majeure Event.

20.2 Suspension of obligation

Where a Party is unable, wholly or in part, by reason of a Force Majeure Event, to carry out any obligation under this Agreement (other than an obligation to pay money), and that Party:

- (a) gives each other Party prompt notice of that Force Majeure Event including reasonable particulars, and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
- (b) uses all possible diligence to remove that Force Majeure Event as quickly as possible,

that obligation is suspended so far as it is affected by the Force Majeure Event during the continuance of that Force Majeure Event and that Party will be allowed a reasonable extension of time to perform its obligations.

20.3 Parties to meet

If, after 30 days, the Force Majeure Event has not ceased, the Parties will meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution.

20.4 Exceptions

Nothing in this clause 20:

- (a) affects any obligation to pay money; or
- (b) requires the settlement of strikes, lockouts or other labour disputes or claims or demands on terms contrary to the Rules or policies of

the Party affected.

21. NOTICES AND OTHER COMMUNICATIONS

21.1 Service of notices

A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address for Notices set out in the Project Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); and
- (c) if sent by email, on delivery of a read receipt from the receiver or, if no read receipt is delivered, one day after the notice has been sent by email (subject to the sender receiving a written notification indicating that the intended recipient has not received the email or will not receive it until a later date). The sender will keep a record of the notice and the date on which it was sent and any other communications in respect of that notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

22. GENERAL

22.1 Approvals and consents

Except where this Agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

22.2 Assignment

Except where this Agreement expressly states otherwise, no Party may assign or attempt to assign or otherwise transfer or encumber any right or obligation arising out of this Agreement except with the written consent of the other Parties. Nothing in this clause 22.2 will limit or restrict the transfer or assignment of Intellectual Property as contemplated in clause 9.2.

22.3 Subcontracting

A Project Participant will not subcontract its performance of a substantial part of the Project which it is to perform, except with the prior written approval of the Company. The Project Participant will be fully responsible for undertaking its part of the Project and will be liable for the performance of all its obligations under this Agreement, even if it subcontracts any aspect of the Project.

22.4	Costs	
	Each Party must pay its own costs of negotiating, preparing and executing this Agreement.	
22.5	Survival	
	Any term of this Agreement that by its nature is intended to survive termination of this Agreement survives termination of this Agreement. Without limitation to the foregoing, the following clauses will survive the termination of this Agreement: clauses 3.2, 3.4, 5.6, 6.3, 8.3, 9, 10, 11, 13, 14, 16, 17, 18, 21, 22.9, 22.12 and this clause 22.5.	
22.6	Counterparts	
	This Agreement may be executed in counterparts. All executed counterparts constitute one document. Counterparts may be exchanged and relied on in facsimile or digital scanned form.	
22.7	No merger	
	The rights and obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.	
22.8	Entire Agreement	
	This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.	
22.9	Further action	
	Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.	
22.10	Severability	
	A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.	
22.11	Waiver	
	A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.	
22.12	Governing law and jurisdiction	
	This Agreement is governed by the laws of Victoria, Australia and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and of the Commonwealth of Australia.	