



THE UNIVERSITY OF  
**SYDNEY**

**THE UNIVERSITY OF SYDNEY**  
**and**  
**SOUTH EASTERN SYDNEY LOCAL HEALTH DISTRICT**

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**APPOINTMENT AND FUNDING AGREEMENT**  
**FOR**  
**RESEARCH ASSOCIATE (DR LLEWELLYN MILLS)**

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**THIS AGREEMENT** is made on the date that it has been executed by both parties.

**BETWEEN** The University of Sydney a body corporate under the University of Sydney Act 1989 ABN 15 211 513 464 of New South Wales 2006 (the **University**)

**AND** South Eastern Sydney Local Health District ABN 70 442 041 439 of Caringbah NSW 2229 (the **Funding Organisation**)

## **BACKGROUND**

- A** The Parties are committed to collaborating in health and medical research and education and to translating the outcomes of their collaborative activities for the maximum benefit for patients and the people of New South Wales and society in general.
- B** The Parties wish to further their collaborative activities through the funding of the position of Research Associate (the **Position**).
- C** The Parties have agreed to enter into an arrangement under which:
- (i) the appointee to the Position will be an employee of the University;
  - (ii) the role of the Position is to perform the Appointment Duties;
  - (iii) the Position will be funded on the terms set out in this Agreement.

## **AGREED TERMS**

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement:

**Appointed Person** means the person holding the Position from time to time.

**Appointment Duties** means the duties specified in the Appointed Person's contract of Employment with the University and their position description, as varied from time to time in accordance with **clause 13.1** of this Agreement and as permitted by the Appointed Person's contract of employment.

**Appointment Intellectual Property Rights** means any Intellectual Property Rights created by the Appointed Person in carrying out the Appointment Duties during the Appointment Period.

**Appointment Period** means in relation to the Appointed Person, the period commencing on the **Start Date**, being the later of:

- (a) the date specified in **Schedule A**; or
- (b) the date the initial appointee to the Position commences duty under this Agreement,

and ending on:

- (c) the end of the term specified in **Schedule A**, the end of any extended term that may be agreed by the Parties in writing;
- (d) the date that the Appointed Person's employment with the University terminates; or
- (e) the date that this Agreement is terminated,

whichever occurs first.

**Background Intellectual Property Rights** means any Intellectual Property Rights which are created or owned by a Party other than the Appointment Intellectual Property Rights.

**Business Day** means a day on which the banks are open for business in New South Wales other than a Saturday, Sunday or public holiday in New South Wales.

**Confidential Information** means:

- (a) any confidential information, however communicated or recorded, relating to the activities of a Party (the **Discloser**) which is disclosed by or in connection with this Agreement including:
  - (i) the terms of this Agreement;
  - (ii) information to which an Appointed Person gains access in the course of, or in connection with their Appointment Duties; and
  - (iii) all trade secrets and institutional know-how, information relating to the finances, business affairs, strategies, operations, plans or initiatives of the Discloser and any other sensitive or commercially valuable information including information relating to the Appointed Person, students, staff, affiliates, research partners and patients of, and contractors to, the Discloser (including confidential information belonging to a third party) and personal information (as defined in the *Privacy and Personal Information Protection Act 1998*) and health information (as defined in the *Health Records and Information Privacy Act 2002*) held by the other party; and
- (b) all copies, notes and records based on or incorporating the information referred to in paragraph (a),

but does not include any information that was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by a Party).

**Executive Supervisor** means the relevant University Executive Dean, Dean, Head of School and Dean (University School), Director or other chief officer of an administrative area, Deputy Vice-Chancellor or Vice-Chancellor, as the case may be.

**GST** means Goods and Services Tax imposed in accordance with GST laws.

**GST laws** means *A New Tax System (Goods and Services Tax) Act 1999*, related Acts and Regulations as amended from time to time.

**Intellectual Property Rights** means all registered and unregistered rights in relation to present and future copyright, trademarks, designs, know-how, patents, confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

**Parties** means the University and South Eastern Sydney Local Health District.

**Related Body Corporate** has the same meaning as in the *Corporations Act 2001* (Cth).

## 1.2 Construction

In this Agreement, unless expressed to the contrary:

- (a) words importing:
  - (i) the singular include the plural and vice versa; and
  - (ii) any gender includes the other genders;
- (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (c) a reference to:
  - (i) "includes" or "including" must be construed without limitation;
  - (ii) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
  - (iii) a person includes its legal personal representatives, successors and assigns;
  - (iv) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (v) a right includes a benefit, remedy, discretion, authority or power;
  - (vi) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (vii) provisions or terms of this Agreement or another document, agreement understanding or arrangement include a reference to both express and implied provisions and terms;
  - (viii) this Agreement or any other document (including any policies and codes of conduct of either Party) includes the Agreement or document (as the case may be) as varied or replaced and notwithstanding any change in the identity of the Parties; and
  - (ix) writing includes any mode of representing or reproducing words in tangible

and permanently visible form, and includes facsimile transmission; and

- (d) a reference to this Agreement includes all schedules and annexures referred to in it.

### **1.3 Headings**

Headings do not affect the interpretation of this Agreement.

## **2 ESTABLISHMENT OF THE POSITION**

### **2.1 Employment and Duties**

- (a) The University will establish and maintain the position of Research Associate to perform the Appointment Duties.
- (b) The University will appoint Dr Llewellyn Mills to the Position (the **Appointed Person**) in consultation with the Funding Organisation.
- (c) During the Appointment Period, the Appointed Person will be based at the location(s) specified in **Schedule A** and such other locations as the Parties reasonably determine by agreement.

### **2.2 Relationship between the Funding Organisation and the Appointed Person**

- (a) The Appointed Person will remain an employee of the University at all times during the term of their appointment to the Position.
- (b) This Agreement does not create any relationship of employer and employee or principal and independent contractor between the Funding Organisation and the Appointed Person. For avoidance of doubt, this Agreement does not give the Appointed Person any entitlement to any direct payment of remuneration by the Funding Organisation.

### **2.3 Administrative arrangements**

The Parties agree to share responsibility for the administrative arrangements applicable to the Position and the Appointed Person as outlined in **Schedule C** to this Agreement.

## **3 RESPONSIBILITIES OF THE FUNDING ORGANISATION**

The Funding Organisation will:

- (a) make payments to the University in respect of the costs of recruitment to, and funding of, the Position as specified in **Schedule B** and **clause 6** of this Agreement;
- (b) appoint a senior staff member to carry out the Funding Organisation's supervisory functions as specified in **Schedule C** and to oversee the administrative arrangements for the Appointment on the Funding Organisation's behalf;
- (c) maintain insurances as specified in **clause 10**;

- (d) in relation to any of the Appointment Duties that the Appointed Person performs at its premises:
  - (i) provide and maintain suitable facilities and support services for the Appointed Person to carry out their Appointment Duties;
  - (ii) provide a safe working environment and safe systems of work in accordance with all applicable work health and safety legislation, including an orientation for the Appointed Person on commencement of their appointment; and
  - (iii) take reasonable steps to make the Appointed Person aware of the Funding Organisation's policies and procedures that are applicable to the performance of the Appointment Duties.
- (d) promptly notify the University's Deputy Vice-Chancellor (Research) and the Appointed Person's Executive Supervisor of any complaint it receives alleging research misconduct by the Appointed Person; and
- (e) promptly notify the supervisor appointed by the University under **clause 4(b)** of the Agreement of any dispute or disciplinary issue involving the Appointed Person or any incident, injury or other matter which might adversely affect the Appointed Person's capacity to perform their Appointment Duties or give rise to or result in a claim by or in connection with the Appointed Person.

#### **4 RESPONSIBILITIES OF THE UNIVERSITY**

The University will:

- (a) be responsible for payment of the Appointed Person's remuneration and all applicable employment on-costs;
- (b) appoint a senior staff member to carry out the University's supervisory functions as specified in **Schedule C** and to oversee the administrative arrangements for the Appointment on the University's behalf;
- (c) provide and maintain suitable facilities and support services for the Appointed Person to carry out such of their Appointment Duties as are performed on University premises;
- (d) maintain workers compensation insurance in relation to the Appointed Person during the Appointment Period and all other insurances as specified in **clause 10**;
- (e) promptly investigate any matter referred to the University under **clause 3(d)** of this Agreement in accordance with the applicable University policies and procedures; and
- (f) promptly notify the supervisor appointed by the Funding Organisation under **clause 3(b)** of any dispute or disciplinary issue involving the Appointed Person or any incident, injury or other matter which might adversely affect the Appointed Person's capacity to perform their Appointment Duties or give rise to or result in a claim by or in connection with the Appointed Person.

## **5 CONFLICTS OF INTERESTS**

In the event of any actual or potential conflict of interests that may affect the Appointed Person's capacity to perform their Appointment Duties, the Appointed Person's Executive Supervisor and the Funding Organisation supervisor will, in consultation with the Appointed Person, promptly determine an appropriate course of action to avoid or manage any such conflict of interests.

## **6 APPOINTMENT COSTS**

### **6.1 Definitions**

Capitalised terms in this **clause 6** which are not defined in this Agreement but which have a defined meaning in the GST laws have the same meaning in **clauses 6.3** and **6.4**.

### **6.2 Recruitment and Employment Costs**

The Funding Organisation will make payments to the University in respect of recruitment to, and funding of, the Position as specified in **Schedule B**.

### **6.3 Invoicing**

- (a) The University will issue Tax Invoices on a quarterly basis in respect of the amounts payable by the Funding Organisation in respect of the employment costs specified in **Schedule B**. The University may also issue Tax Invoices in respect of the recruitment costs payable by the Funding Organisation within 30 days of the Appointed Person accepting an offer of employment, and at such other times as recruitment costs (such as visa and relocation costs) are paid by the University.
- (b) Payment of Tax Invoices validly issued by the University will be due 30 days from the date of issue of the Tax Invoice.
- (c) The University must provide any further details in regard to an invoice that are reasonably requested by the Funding Organisation.

### **6.4 GST**

This clause applies if a party to this Agreement is, or becomes, liable to pay GST regarding any Supply of goods, services or anything else under this Agreement.

- (a) If any Consideration is paid or payable or liable to be provided by a party under this Agreement for any Taxable Supply by the other party under this Agreement, then the Recipient of the Taxable Supply must pay, in addition to the Consideration, to the Supplier the GST payable on the Taxable Supply.
- (b) Subject to the Supplier issuing a Tax Invoice to the Recipient as required under **clause 6.3**, the Recipient must pay the GST on the Taxable Supply under this Agreement to the Supplier at the same time as the Recipient pays the Consideration for the Supply to the Supplier.
- (c) Despite any other provision of this Agreement, if the whole or part of any Consideration under this Agreement is a reimbursement or an indemnity to one party

of an expense, loss, outgoing or liability incurred or to be incurred by the other party, the Consideration excludes any GST included in such expense, loss, outgoing or liability incurred or to be incurred for which the other party can claim an Input Tax Credit. The other party will be assumed to be entitled to a full Input Tax Credit unless it can establish otherwise.

- (d) If an Adjustment Event occurs regarding a Supply under this Agreement, the Supplier must issue to the Recipient an Adjustment Note regarding the Adjustment Event within seven days of the Supplier becoming aware of the Adjustment Event.
- (e) If the Adjustment Note gives effect to an Increasing Adjustment, the Recipient must pay to the Supplier the GST component of the Increasing Adjustment not later than the fourteenth Business Day of the month following the month in which the Adjustment Note is issued to the Recipient.
- (f) If the Adjustment Note gives effect to a Decreasing Adjustment, the Supplier must pay to the Recipient the GST component of the Decreasing Adjustment not later than the fourteenth Business Day of the month following the month in which the Adjustment Note is issued to the Recipient.

## **7 CONFIDENTIAL INFORMATION**

### **7.1 Use of confidential information**

Confidential Information disclosed by one Party to the other during the term of this Agreement must only be used for the express purpose for which it was disclosed.

### **7.2 Disclosure of confidential information**

Each Party must treat all Confidential Information owned by another Party as confidential and the recipient must not, without the prior written consent of the other Party, disclose or permit such information to be disclosed except:

- (a) as required by law (including under the *Government Information (Public Access) Act 2009* (NSW)); or
- (b) to its officers or employees or the officers or employees of a Related Body Corporate, Affiliated Entity or external advisor;
  - (i) who have a need to know for the purposes of this agreement (but only to the extent that each has a need to know); and
  - (ii) before disclosure, have been directed by the recipient to keep that Confidential Information confidential.

### **7.3 Cooperation with other Party**

A Party that is required by law to disclose Confidential Information will, where possible, inform the other Party before doing so and use reasonable endeavours and co-operate with the other Party to limit the terms of that disclosure as reasonably requested.



## **8 INTELLECTUAL PROPERTY**

The Parties agree that:

- (a) Each Party's Background Intellectual Property Rights remain with the contributing Party.
- (b) Any Appointment Intellectual Property Rights which are subject to a pre-existing agreement between the University or the Funding Organisation and a third party will be owned in accordance with the terms set out in that agreement.
- (c) Any published work of a scholarly nature (including but not limited to books, journal articles and conference papers, abstracts, posters or proceedings) created or developed by the Appointed Person during the course of their Appointment Duties will identify the University as their employer and acknowledge their affiliation with the Funding Organisation.

## **9 INDEMNITIES**

Without derogating from any liability which any Party may have at law to any person or legal entity, each Party must indemnify and keep indemnified (Indemnifying Party) the other Party (including their officers, employees, students, contractors and agents) from and against all actions, losses, claims, demands, costs (including legal costs), and expenses of any kind the other Party incurs that relate to personal injury or death or property loss or damage the Indemnifying Party (including its officers, employees, students, patient clients, contractors and agents) causes or contributes to. Each Party's liability under this Agreement is reduced to the extent that any damages, liability, loss or costs arisen from or are attributable to, any act or omission of another Party or its officers, employees, agents, students or contractors.

## **10 INSURANCE**

### **10.1 Insurance Policies**

Each Party is responsible for ensuring that it has at all times such insurance as required to protect its liabilities and contractual obligations under this agreement, including:

- (a) public liability insurance with an indemnity of at least twenty million dollars (\$20 million) in respect of each and every occurrence and unlimited in the aggregate for any one period of cover;
- (b) professional indemnity insurance with indemnity cover of at least twenty million dollars (\$20 million) for any one occurrence and in the aggregate for any one period of cover; and
- (c) adequate workers compensation insurance in accordance with applicable legislation for the Appointed Person.

### **10.2 Evidence of Insurance**

Each Party will provide evidence of such insurance policy outlined in **clause 10.1** to each

other Party if requested to do so.

### **10.3 Failure to obtain insurance**

Failure of either Party to have insurance coverage, inability to obtain insurance coverage or inadequacy of insurance coverage will not relieve that Party of its liabilities or in any way reduce its liabilities under this Agreement.

## **11 TERMINATION OF AGREEMENT**

### **11.1 Term of the Agreement**

This Agreement will terminate at the end of the term specified in **Schedule A** unless:

- (a) the appointment of the Appointed Person is extended by mutual agreement in writing or is terminated before the end of the specified term; or
- (b) the Agreement is terminated earlier in accordance **clause 11.2 or 11.3**.

### **11.2 Termination by either Party during the term of this Agreement**

Either Party may terminate this Agreement during the term of this Agreement:

- (a) immediately by giving written notice of termination if:
  - (i) the funds and/or other support provided to the University under a related Collaboration, Affiliation or Partnership Agreement are reduced or cease to be provided, for whatever reason;
  - (ii) the other Party commits a serious or persistent breach of this Agreement which is incapable of being remedied to the reasonable satisfaction of the Party giving the notice;
  - (iii) the other Party fails to remedy, to the reasonable satisfaction of the Party giving the notice, a serious or persistent breach of this Agreement which is, in the reasonable opinion of the Party giving the notice, capable of being remedied, within 14 days of receiving notice of that breach; or
- (b) by giving the other party the period of written notice of termination specified in **Schedule A**.

### **11.3 Termination by mutual agreement during the Term of this Agreement**

The parties may terminate this Agreement at any time during the term by mutual agreement in writing.

### **11.4 Consequences of Termination of Agreement**

If this Agreement is terminated for any reason the Funding Organisation will be required to pay all amounts outstanding in relation to the incurred by the University (as specified in clauses 1(a) to (e) of **Schedule B**) to the date of termination.

## **11.5 Survival**

**Clauses 7** (Intellectual Property), **9** (Indemnities), **10** (Insurance), and **11.4** (Consequences of Termination) survive the termination of this Agreement.

## **12 DISPUTES**

### **12.1 Dispute resolution required before legal action**

Each Party must always try to resolve in good faith any disputes that arise under or about this Agreement. Neither Party can begin legal action (except interlocutory relief) against the other unless and until this **clause 12** has first been observed.

### **12.2 Notifying a dispute**

The process for settling disputes will be:

- (a) if a Party believes there is a dispute under or about this Agreement, then that Party must notify the other Party in writing that a dispute exists, and give details of that dispute;
- (b) following receipt of the notice under paragraph (a) the Parties must then meet, within a reasonable time frame, in order to attempt to resolve the dispute. Each Party must nominate a representative in writing to represent that Party at that discussion and must ensure that person has authority to settle the dispute on that Party's behalf.
- (c) If the dispute is not resolved under **clause 12.2(b)** within seven days or any other period agreed to in writing by the Parties then the Parties must refer the matter to the Australian Commercial Disputes Centre (ACDC), or other agreed dispute resolution body, for mediation;
- (d) the mediation must be conducted in accordance with the ACDC Guidelines for Commercial Mediation operating at the time the dispute is referred to ACDC, or equivalent agreed guidelines, which set out the procedures to be adopted, the process of selection of the mediator and the costs involved; and
- (e) if the dispute has not settled within 28 days after appointment of the mediator, or any other period agreed to in writing by the Parties, either Party may commence litigation in relation to the relevant dispute.

### **12.3 Injunctive relief**

Nothing in this **clause 12** will prevent a Party from seeking injunctive relief where damages may be an inadequate or inappropriate remedy.

## **13 MISCELLANEOUS**

### **13.1 Amendment**

This Agreement may only be varied or replaced by an agreement in writing executed by the

Parties.

### **13.2 Waiver and exercise of rights**

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A Party is not liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

### **13.3 Further steps**

Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

### **13.4 Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

### **13.5 Assignment**

- (a) A Party must not assign or deal with any right under this Agreement without the prior written consent of the other Party.
- (b) Any purported dealing in breach of this clause is of no effect.

### **13.6 Counterparts**

This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

**EXECUTED** as an agreement.

**SIGNED** for and on behalf of **THE UNIVERSITY OF SYDNEY** by its duly authorised representative:



Signature

Robyn Ward

Printed Name

Executive Dean

Position

2/8/2023

Date

**In the presence of:**



Signature

Ruth Crilly

Printed Name

**SIGNED** for and on behalf of **SOUTH EASTERN SYDNEY LOCAL HEALTH DISTRICT** by its duly authorised representative:



Signature

Kim Olesen

Printed Name

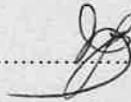
Alcohol Executive

Position

4 July 2023

Date

**In the presence of:**



Signature

Felicia Butler

Printed Name

**Note:** By executing this Agreement each signatory represents that he or she is authorised to sign on behalf of its entity.

## SCHEDULE A

Position	Proposed Start Date	FTE and Term of Appointment
Research Associate  Level B, Step 3  Research only	1 July 2023	Full-time  <b>Term</b>  To 30 June 2024

### Location

During the Appointment Period, the Appointed Person will be primarily based in the Central Clinical School, Faculty of Medicine and Health at The Langton Centre as their primary location and may also be required to perform work at such other locations as the Parties may reasonably determine from time to time.

### Period of notice required to terminate agreement under clause 11.2(b)

Three months

## SCHEDULE B

### RECRUITMENT AND EMPLOYMENT COSTS

- 1 The Funding Organisation will be responsible for 100 per cent of the following costs in respect of the Position:
  - (a) the Appointed Person's remuneration (including remuneration paid in respect of any periods of paid leave accrued and taken during the Appointment Term, or accrued during the Appointment Term and paid in lieu of being taken) as specified in **clause 2** of this Schedule and increased from time to time as provided for in **clause 3** of this Schedule;
  - (b) on-costs incurred in respect of the Position as specified in **clause 4** of this Schedule;
  - (c) expenses incurred in connection with the performance of the Appointment Duties, including in respect of work-related travel; and
  - (d) any payments in lieu of notice, redundancy payments and other costs incurred as a result of the termination (**Termination Payments**) of the Appointed Person's employment, provided that:
    - (i) the Funding Organisation will be liable only for such amounts as are payable in respect of the Appointed Person's University service under this Agreement; and
    - (ii) the Funding Organisation will not be liable for the Appointed Person's Termination Payments if their employment is terminated as a consequence of the University giving notice of termination in accordance with **clause 11.2(b)** of this Agreement.
- 2 The remuneration and employment on-costs payable on commencement of this Agreement comprise the following:

Remuneration and on-costs	Annual rate on commencement
Base Salary (Level B, Step 3, 1.0 FTE)	\$121,673
<b>Total Salary</b>	<b>\$121,673</b>
Employer Superannuation Contributions (17% of Base Salary)	\$ 20,684
<b>Total Remuneration</b>	<b>\$142,357</b>
Standard employment on-costs (12.60% of Total Salary)	\$ 15,331
<b>Total Remuneration and Employment On-costs</b> (Salary + 17% super + 12.60% on-costs)	<b>\$157,688</b>

- 3 The Parties acknowledge that the amounts specified in **clause 2** of this Schedule will increase during the Appointment Term in accordance with the *University of Sydney Enterprise Agreement 2018-2021* (as amended or replaced from time to time), University remuneration policies and the Appointed Person's contract of employment, and may also increase as a result of statutory increases in employment on-costs.

- 4 The amount payable in respect of employment on-costs comprises the amounts payable by the University in respect of payroll tax (including payroll tax on employer superannuation contributions) and workers compensation premiums and University levies to cover paid parental leave, long service leave, severance payments payable at the end of fixed term contracts and leave loadings.
- 5 Any increase to the Appointed Person's remuneration or on-costs other than an increase provided for in **clause 3** of this Schedule must be agreed in writing and recorded as a variation to this Agreement in accordance with **clause 13.1**.



## SCHEDULE C

### ADMINISTRATIVE ARRANGEMENTS

- 1 The University will assess the Appointed Person's performance annually in accordance with the University's *Academic Planning and Development Policy* and will obtain feedback from the Appointed Person's Funding Organisation supervisor as part of the assessment process.
- 2 The Appointment Duties, work plan and the specific requirements/key deliverables will be reviewed annually during the performance assessment process in consultation with the Appointed Person and their Funding Organisation supervisor.
- 3 The University will be responsible for approving and administering all applications for leave, other employment conditions and workers compensation claims.
- 4 The Appointed Person will notify both their University and Funding Organisation supervisors of their intention to take leave. In the case of applications for scheduled leave, the University will, where practicable, obtain the Funding Organisation's agreement before approving any such applications.
- 5 The University and the Funding Organisation may agree, in writing, to:
  - (a) arrangements in relation to the performance of duties by the Appointed Person during the Appointment Period;
  - (b) arrangements for the approval of work-related travel undertaken by the Appointed Person during the Appointment Period;
  - (c) arrangements for the recording of working hours during the Appointment Period;
  - (d) the basis upon which arrangements (if any) will be made for replacing the Appointed Person in the event of their short-term temporary absence during the Appointment Period;
  - (e) arrangements for the administration of grants and conduct of research (including clinical trials) in relation to which the Appointed Person is an investigator; and
  - (f) such other matters as the Parties consider appropriate to facilitate the effective performance and management of the Appointment Duties.
- 6 The University and the Funding Organisation may enter into agreements with each other and other research partners in respect of:
  - (a) funded research projects in relation to which the Appointed Person is an investigator; and
  - (b) the disclosure and use of Confidential Information in addition to the obligations set out in this Agreement.