

Principal Investigator Deed Poll

Dated 2022

Party

[Insert full name of the Principal Investigator] of **[Insert residential address]**
("Principal Investigator")

in favour of:

HCF Research Foundation Ltd ACN 604 776 070 as trustee for the **HCF Research Foundation** ABN 40 577 146 605 of 403 George Street, Sydney NSW 2000 ("**Foundation**")

Recitals

- A. The Institution has agreed to render, and the Foundation has agreed to support, the Research in accordance with the terms of the Funding Agreement.
- B. The Principal Investigator has been nominated by the Institution as the primary person responsible for the Research to be provided under the Funding Agreement.
- C. The Foundation requires the Principal Investigator to undertake certain actions to facilitate the Funding Agreement between the Foundation and the Institution.

Operative clauses

1. Definitions and interpretation

1.1 Definitions

In this deed poll including the recitals, unless a contrary intention appears:

Confidential Information means, whether or not in material form:

- (a) the existence of this deed poll;
- (b) all information with respect to the HCF Group disclosed (orally, in writing, by electronic or magnetic media, by visual observation or by other means) disclosed by the HCF Group to the Institution or the Research Personnel including past, current and prospective financial data; customer, vendor or shareholder lists of data; business or marketing plans, projects or competitive strategies; technical or strategic information; economic or commercially sensitive information; trade secrets; drawings, specifications, software or business information; information about HCF Group's employees or members and any other non-public material or

information relating to the business activities, communications, ventures or operations of the HCF Group;

- (c) in respect of the Foundation, all other information of a confidential or proprietary nature directly or indirectly disclosed by or on behalf of the HCF Group to the Institution or the Research Personnel; and
- (d) any note, calculation, conclusion, summary, record, or other material based on, or derived or produced partly or wholly from, or incorporating any of, the information referred to in paragraphs (b) and (c).

Funding Agreement means the research agreement between the Foundation and the Institution dated on or about the date of this deed poll;

Institution means [insert full legal name of Institution and ACN or ABN];

All other capitalised terms not defined in this deed poll have the meaning given to them in the Funding Agreement.

2. Nature of the Relationship

The Principal Investigator acknowledges on and from the Commencement Date:

- (a) the Foundation has appointed the Institution to conduct the Research; and
 - (b) [he/she] is the primary person nominated to provide the Research,
- in both cases, for the Term.

3. General Obligations

The Principal Investigator acknowledges that [he/she]:

- (a) has read and understood the terms of the Funding Agreement;
- (b) is suitably competent and qualified to perform the Research;
- (c) will provide the Research in a professional and responsible manner;
- (d) will act with all due care and skill and to the best of his knowledge and expertise in performing the Research;
- (e) will act in accordance with any directions given by any person nominated by the Foundation from time to time;
- (f) will act in compliance with all applicable laws including privacy laws;
- (g) will act in compliance with all policies of the Foundation as current from time to time and as notified to the Principal Investigator;
- (h) will acknowledge the funding support under the Funding Agreement by incorporating into all Communications the expression 'supported by the HCF Research Foundation' or such other words as reasonably requested by the Foundation;

- (i) will not disclose any results of the Research to, or otherwise directly disclose the nature of the Research to, any third party including any health insurance provider (or any person whom [he/she] or the other Research Personnel ought reasonably be aware may disclose the results to a health insurance provider) except:
 - (i) with the prior written consent of the Foundation (which may be withheld in its absolute discretion); or
 - (ii) once those results of the Research have been published or otherwise entered the public domain in accordance with clause 5.8 of the Research Agreement;
- (j) will not intentionally do anything that is, or may be, harmful to the reputation of the Foundation or is untrue;
- (k) will not assume or create or attempt to assume or create, directly or indirectly, any obligation of or in the name of the Foundation;
- (l) will not after the expiration of the deed poll, represent [himself/herself] as currently engaged by the Foundation or connected with the Foundation other than in acknowledgement of the Fees already provided or with the prior written approval of the Foundation;
- (m) will not provide any services to another person, if in the opinion of the Foundation, doing so will adversely affect the Institution's ability to perform the Research in accordance with the Research Agreement; and
- (n) will undertake to join a peer review committee hosted by the Foundation in relation to research funding and participate in assessing and scoring applications for Foundation funding grants and other activities from time to time, as reasonably requested by the Foundation.

4. Confidential Information

4.1 Acknowledgement

The Principal Investigator acknowledges that the Confidential Information is and will be the sole and exclusive property of the Foundation and that a breach of this clause will be harmful to the Foundation.

4.2 Confidentiality

During the Term and after its expiry or termination, the Principal Investigator must:

- (a) keep confidential all Confidential Information; and
- (b) not disclose any Confidential Information to any person, except:
 - (i) to the Institution or the Research Personnel to whom it is necessary to disclose the Confidential Information for the purposes of carrying out the Research;
 - (ii) as required by law; or
 - (iii) with the prior written consent of the Foundation.

4.3 Exceptions

Clause 4.2(a) does not apply to any information which:

- (a) was in the public domain at the time of its provision;
- (b) became part of the public domain after its provision, otherwise than through a disclosure by the Principal Investigator or any person to whom the Principal Investigator has disclosed that information;
- (c) is independently developed by the Principal Investigator without the use of the Confidential Information; or
- (d) is or came lawfully into the possession of the Principal Investigator other than as a result of a disclosure in breach of an obligation of confidence.

4.4 Uncertainty

In the event of uncertainty as to whether:

- (a) any information is Confidential Information; or
- (b) any Confidential Information is lawfully within the public domain,

that information is taken to be Confidential Information and the Confidential Information is taken to be not in the public domain, unless the Principal Investigator is informed by the Foundation in writing to the contrary prior to disclosure of that information.

4.5 Security

The Principal Investigator must:

- (a) maintain proper and secure custody of the Confidential Information;
- (b) use its best endeavours to prevent the use or disclosure of the Confidential Information by third parties; and
- (c) immediately notify the Foundation if it has reasonable grounds to believe that any person has disclosed or intends to disclose Confidential Information.

4.6 Remedies for breach

The Principal Investigator acknowledges that:

- (a) an award of damages or an account of profits may not adequately compensate the Foundation if this **clause 4** is breached; and
- (b) without in any way compromising its right to seek damages or any other form of relief, the Foundation may seek and obtain injunction to prohibit or restrain the Principal Investigator from any breach or threatened breach of this **clause 4**.

4.7 Delivery

The Principal Investigator must immediately deliver all Confidential Information that is in physical form, including all copies of computer files and tapes to the Foundation:

- (a) on the expiration of the Term, the termination of the Funding Agreement or this deed poll; or
- (b) at any time on the request of the Foundation.

5. Termination

This deed poll will terminate when the Funding Agreement expires or is terminated, or at any other time, with immediate effect, in writing by the Foundation.

6. Survival

Clauses 3(i), 3(l), 4, 6 and 8 and all clauses required to give effect to these clauses survive the termination or expiry of this deed poll.

7. Severability

Part or all of any clause of this deed poll that is unenforceable or illegal will be severed from this deed poll and will not affect the enforceability of the remaining terms of this deed poll.

8. Governing Law

- (a) This deed poll is governed by and is to be construed in accordance with the laws applicable in New South Wales.
- (b) The Principal Investigator 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.

9. Electronic signatures

This deed poll may be signed by the Principal Investigator using electronic signatures.

Signing page

Executed as a deed poll:

Signed sealed and delivered by **[Insert full name of the Principal Investigator]** in the presence of:

.....
Signature of Principal Investigator

.....
Signature of witness

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness