

## Principal Investigator Deed of Acknowledgement

**Dated** 2019

### Parties

**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**")

and

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

### Recitals

- A. The Researcher has agreed to render, and the Foundation has agreed to support, the Research in accordance with the terms of the Research Agreement.
- B. The Principal Investigator has been nominated by the Researcher as the primary person responsible for the Research to be provided under the Research Agreement.
- C. The Parties agree to the terms of this Deed to facilitate the Research Agreement between the Foundation and the Researcher.

## Operative clauses

### 1. Definitions and interpretation

#### 1.1 Definitions

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

**Confidential Information** means, whether or not in material form:

- (a) the existence of this Deed;
- (b) all information of, related to or connected with the HCF Group or its transactions, operations and affairs, employees or clients including client lists, products, business methods, systems, software, finances, strategies and trade secrets directly or indirectly disclosed by or on behalf of the HCF Group to the Researcher or the Researcher Personnel before or after execution of this Deed and whether through any officers, employees, contractors, agents or advisers of the HCF Group;
- (c) all other information of a confidential or proprietary nature directly or indirectly disclosed by or on behalf of the HCF Group to the Researcher or the Researcher 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).

**Party** means the Foundation or the Principal Investigator and "**Parties**" means both of them;

**Research Agreement** means the research agreement between the Foundation and the Researcher dated on or about the date of this Deed; and

**Researcher** means [insert full legal name of Researcher and ACN or ABN].

All other capitalised terms not defined in this Deed have the meaning given to them in the Research Agreement.

#### 1.2 Interpretation

Unless expressed to the contrary:

- (a) words importing:
  - (1) the singular include the plural and vice versa;
  - (2) any gender include the other gender;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:

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- (1) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
  - (2) a person includes its legal personal representatives, successors and permitted assigns;
  - (3) 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;
  - (4) a right includes a benefit, remedy, discretion, authority or power;
  - (5) 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;
  - (6) provisions or terms of this Deed or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
  - (7) time is to local time in New South Wales;
  - (8) "\$" or "dollars" is a reference to the lawful currency of Australia;
  - (9) this Deed or any other document includes the document as varied or replaced and notwithstanding any change in the identity of the parties;
  - (10) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmission; and
  - (11) anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (d) where time is to be reckoned by reference to a day or event, that day or the day of that event is excluded.

### 1.3 Headings

Headings do not affect the interpretation of this Deed.

## 2. Nature of the Relationship

The Principal Investigator acknowledges on and from the Commencement Date:

- (a) the Foundation has appointed the Researcher 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 Research 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 Research 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 Researcher 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, 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; and
- (m) will not provide any services to another person, if in the opinion of the Foundation, doing so will adversely affect the Researcher's ability to perform the Research in accordance with the Research Agreement.

## 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 this Deed 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 Researcher or the Researcher 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

Each Party 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 Research Agreement or this Deed; or
- (b) at any time on the request of the Foundation.

### 5. Termination

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

### 6. Amendment

An amendment or variation to this Deed is not effective unless it is in writing and signed by the Parties.

### 7. Assignment

- (a) The Principal Investigator must not assign or transfer any right or obligation arising under this Deed without the prior written consent of the Foundation.
- (b) The Foundation may assign part or all of its rights or obligations arising out of this Deed with immediate effect by giving notice to the Principal Investigator.

### 8. Counterparts

- (a) This Deed may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.
- (b) This Deed is not binding on any Party unless one or more counterparts have been duly executed by, or on behalf of, persons named as Parties to the document.

## 9. Survival

**Clauses 3(i), 3(l), 4, 9 and 11** and all clauses required to give effect to these clauses survive the termination or expiry of this Deed.

## 10. Severability

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

## 11. Governing Law

- (a) This Deed is governed by and is to be construed in accordance with the laws applicable in New South Wales.
- (b) 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.

## Signing page

**Executed** as a Deed:

Executed by **HCF Research Foundation Ltd** ACN 604 776 070 as trustee for the **HCF Research Foundation** ABN 40 577 146 605 in accordance with section 127 of the *Corporations Act 2001*:

\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary



\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

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

.....

.....  
Signature of witness

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

.....  
Address of witness