



Peter Mac

Peter MacCallum Cancer Centre
Victoria Australia

COLLABORATION AGREEMENT

AUSTRALIAN CANCER SURVIVORSHIP CENTRE

**Peter MacCallum Cancer Institute (trading as the Peter
MacCallum Cancer Centre)**

[insert name of Host Site and ABN]

Details

Parties	Peter Mac	
Peter Mac	Name	Peter MacCallum Cancer Institute (trading as the Peter MacCallum Cancer Centre)
	ABN	42 100 504 883
	Address	305 Grattan Street Melbourne
	Fax	03 85595117
	Attention	Helana Kelly
Hospital	Name	
	ABN	
	Address	
	Fax	
	Attention	
Term	Until close of program [end date of program]	
Recitals	A	DH has approved funding for a Project entitled “ <i>Clinical Placement Program in Cancer Survivorship, 2022-2024</i> ”.
	B	Peter Mac is the holder of that funding and is required to allocate a portion of the funding to a minimum number of eight (8) sites and 150 participants are enrolled in the Project.
	C	Hospital is desirous of participating as a placement site in the Project and Peter Mac has agreed to fund the Hospital as a placement site in the Project on and subject to the provisions of this Agreement.
Governing law	Victoria	
Date of Agreement	See Signing page	

General terms

1 Definitions and interpretation

1.1 Definitions

In this agreement, the following definitions apply:

Advisory Committee means the committee described in clause 5.

Background IP means, in relation to a Party, the Intellectual Property in all information and materials disclosed or provided by the Party (whether before or after the date this Agreement is fully executed) to another Party for the purpose of the Project, but does not include Project IP.

Business Day means a day other than a Saturday, Sunday or a public holiday in Melbourne, Victoria.

Business Hours means 9.00 am – 5.00 pm on a Business Day.

DH means the Victorian Department of Health.

Fees means those fees set out in Annexure B, or as otherwise agreed by the parties from time to time.

GST has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

Input Tax Credit has the meaning it has in the GST Act.

A Party is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller (as defined in the Corporations Act) appointed to its property;
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Party to this agreement that is not Insolvent);
- (d) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is likely to result in any of (a), (b) or (c) above;
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;

- (f) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act;
- (g) it is otherwise unable to pay its debts as and when they fall due and payable; or
- (h) an event equivalent to any of those described in paragraphs (a)-(g) above occurs in respect of a Party.

Intellectual Property means any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name that is developed or produced in the course of this agreement.

Laws means the law in force from time to time of the Commonwealth of Australia, the State or the relevant municipality in which the relevant part of the Centre is located, including legislation, ordinances, regulations and by-laws.

Loss means all loss, cost, damage, liability, injury or other detriment, including legal costs, but excluding any consequential loss, special loss and economic loss.

Mediating Body means any mediator properly accredited by the Law Institute of Victoria or any person or organisation agreed upon by the parties as a mediator of any dispute arising under or in relation to this agreement.

Hospital Representative means the person from time to time appointed by the Hospital under clause 4.1(a).

Party means a Party to this Agreement and **Parties** means both Parties to this Agreement.

Peter Mac's Representative means a duly appointed delegate in accordance with clause 4.2(a)

Project means the Project entitled '*Clinical Placement Program in Cancer Survivorship, 2022-2024*' details of which are set out in Annexure A.

Project IP means any Intellectual Property created, invented or discovered in carrying out the Project including in respect of the Project Results but does not include Background IP or copyright in a Student's thesis or other material produced by him/her for the purpose of assessment towards their degree.

Project Results means all data and results of the Project.

Tax Invoice has the meaning given to it in the GST Act.

Term means the term specified in the Details.

1.2 Interpretation

Unless the contrary intention appears, in this agreement:

- (a) a reference to a document (including this agreement) includes any variation or replacement of it;
- (b) a reference to a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (c) 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;
- (d) the word "law" includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) the singular includes the plural and vice versa;
- (f) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (g) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) a reference to a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (i) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (j) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (k) a reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (l) a reference to Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (m) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (n) a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (o) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

- (p) if an act under this agreement to be done by a Party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;
- (q) a reference to time is a reference to time in Melbourne, Victoria;
- (r) a reference to anything (including any amount) is a reference to the whole and each part of it; and
- (s) a reference to "this agreement" is a reference to this agreement and to any renewal or extension of it.

1.3 Headings

Headings and Recitals are for convenience only and do not affect the interpretation of this agreement.

2 Participants in Placement Site

2.1 Hospital agrees to participate in the Project and offer placements to allied health professionals and practice nurses according to a set of criteria set out in the Annexure to this Agreement.

2.2 Peter Mac will provide the Fees

In return for offering the placements according to the criteria specified in this Agreement, Peter Mac will provide the Fees and such other services as agreed between the parties in writing throughout the Term in accordance with this Agreement.

2.3 No exclusivity

The Parties acknowledge that Peter Mac may provide Fees and services to others sites participating in the Project during the Term.

3 Fees and costs

3.1 Peter Mac's obligations

- (a) Subject to being satisfied that the specified criteria in this Agreement have been met, Peter Mac agrees to pay to the Hospital the Fees.
- (b) The Hospital must provide Peter Mac with a Tax Invoice quarterly during the Term for the amounts required to be paid under clause 3.1(a) in respect of the previous quarter.
- (c) Peter Mac must pay the amount set out in the Tax Invoice given under clause 3.1(b) within 30 days of receipt of that Tax Invoice.
- (d) Peter Mac will ensure that all participants involved with this program demonstrate that they have obtained an approved COVID-19 vaccine in accordance with Directions from the Victorian Minister for Health in accordance with emergency powers arising from declared state of emergency Pandemic

COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 6) or other directions that precede these or that in future replace these.

3.2 Hospital obligations

- (a) Hospital agrees that it must ensure that all hospital staff involved with this program demonstrate that they have obtained an approved COVID-19 vaccine in accordance with Directions from the Victorian Minister for Health in accordance with emergency powers arising from declared state of emergency Pandemic COVID-19 Mandatory Vaccination (Specified Facilities) Order 2022 (No. 6) or other directions that precede these or that in future replace these.

4 Communications between the Parties

4.1 Hospital Representative

- (a) Hospital will appoint a person as its representative for all purposes under this Agreement and will advise the person's name, address and telephone contact number to Peter Mac for the purpose of contact during Business Hours.
- (b) Any notice, information, instruction or other communication given to Hospital Representative is deemed to have been given to Hospital.
- (c) Any notice, instruction, representation or other communication by Hospital Representative to Peter Mac's or is deemed to have been given by Hospital.
- (d) Hospital will give notice of the name and relevant particulars under clause 4.1(a) of any replacement Hospital Representative. Until notice a replacement is given, Peter Mac may treat as Hospital Representative the person last notified to Peter Mac's as holding that position.
- (e) Hospital's Representative will consult with Peter Mac's Representative and with any other of Peter Mac's employees specified by that person as often as may be reasonably necessary for the efficient operation of this agreement.

4.2 Peter Mac's Representative

- (a) Peter Mac will appoint a person as its representative for all purposes under this agreement and will advise the person's name, address and telephone contact number on a 24 hour availability basis to Hospital.
- (b) Any notice, information, instruction or other communication given to Peter Mac's Representative is deemed to have been given to Peter Mac.

- (c) Any notice, instruction, representation or other communication by Peter Mac's Representative to Hospital's Representatives is deemed to have been given by Peter Mac.
- (d) Peter Mac will give notice of the name and relevant particulars under clause 4.2(a) of any replacement Peter Mac's Representative. Until notice of replacement is given, Hospital may treat as Peter Mac's Representative the person last notified to Hospital's Representative as holding that position.
- (e) Peter Mac's Representative will consult with Hospital Representative and with any other of Hospital's employees specified by that person as often as may be reasonably necessary for the efficient operation of this Agreement.

4.3 Meetings

- (a) Either Party may, with reasonable notice, call a meeting of their Representatives and other persons invited by them.
- (b) Peter Mac's Representative and Hospital's Representative will meet regularly, at times and places to be agreed, and will co-ordinate the activities in relation to this Agreement.

4.4 Representatives not agents

Nothing in this Agreement shall be construed so as to render Peter Mac's Representative the agent of Peter Mac, nor Hospital's Representative the agent of Hospital.

5 Intellectual Property and Publications

Intellectual Property

- 5.1** The Parties agree that all rights, title and interest in the Project IP will be owned solely by Peter Mac.
- 5.2** The Parties agree that copyright in a student thesis will be owned by the student but the Party responsible for the student will ensure that the student enters into a written agreement which is consistent with this Agreement and the terms of this clause 5 before the student commences any Project activities.
- 5.3** Peter Mac grants to the Hospital a non-exclusive, non-transferable, perpetual, royalty free, worldwide licence to use the Project IP it owns for non-commercial research, education and training purposes.
- 5.4** Each Party grants to the other Party for the Term a royalty free, non-exclusive licence to use its Background IP to the extent necessary to carry out the Project.

Publications

- 5.5** The parties agree that a party will be entitled to publish material arising from the conduct of the Project (**Publication**) subject to the procedures

set out in clauses 5.5 - 5.12. Publications include speeches, seminars, articles and other oral or written presentations.

- 5.6** Authorship must be attributed in accordance with the Australian Code for the Responsible Conduct of Research.
- 5.7** If the Hospital wishes to publish any Project IP or Peter Mac wishes to publish the Hospital's Background IP (**Publisher**), it must obtain the consent of the other party prior to submission for publication, which consent must not be unreasonably withheld.
- 5.8** The Publisher must submit for review by the other party (**Reviewer**) a copy of the proposed Publication at least 30 days prior to the proposed submission for publication date.
- 5.9** The Reviewer may object to publication only if the proposed Publication discloses its Confidential Information or prejudices the parties' ability to obtain registered Intellectual Property protection for, or to pursue commercialisation of, the Project IP.
- 5.10** If the Reviewer does not object to the Publication in writing within 20 days of a request for consent, consent to the Publication shall be deemed to have been given.
- 5.11** If a Reviewer objects to publication in writing within 20 days of receipt of a request for consent, the Reviewer and the Publisher must negotiate with a view to preparing an acceptable version of the proposed Publication for submission within the original 30 day period referred to in clause 10.4.
- 5.12** If a proposed publication contains Confidential Information or other commercially sensitive information, then permission to publish may be subject to appropriate amendments.

6 Dispute resolution

6.1 Grounds

- (a) Subject to clause 6.1(b), any disputes or differences between the Parties in connection with this agreement shall be dealt with in accordance with the procedures set out in this clause.
- (b) The Parties agree that to the extent that the subject matter of any dispute or difference between the Parties in connection with this agreement also relates to the Joint Venture Agreement, the dispute or difference will be subject to resolution in accordance with the provisions of the Joint Venture Agreement instead, and will only be dealt with in accordance with the procedures set out in this clause to the extent that the dispute or difference is not within the scope of clause 34 of the Joint Venture Agreement.

6.2 Notice

The Party who considers that a dispute has arisen will send a notice to the other Party specifying the nature of the matters in dispute (the **Dispute Notice**).

6.3 Meeting

A senior representative of each Party must meet within five Business Days after service of the Dispute Notice to attempt to resolve the dispute within ten Business Days of the date of the Dispute Notice.

6.4 Referral

If the dispute is not resolved in accordance with the timeframe specified in clause 6.3, then either Party may within five Business Days refer the matter to mediation administered by a Mediating Body.

6.5 Appoint of mediator

The Party giving notice will:

- (a) refer the matter to the Mediating Body requesting its assistance in resolving the dispute by:
 - (i) appointing a mediator to facilitate the negotiation by the parties of a resolution of the matter; and
 - (ii) arranging a conference between the parties within ten Business Days in the presence of that mediator with a view to the resolution of the matter; and
- (b) notify the other Party that it has referred the matter to the Mediating Body and within that notice require the other Party to nominate a representative with the authority to resolve the matter.

6.6 Mediation

- (a) The representative of both Parties will attend any conference arranged by the Mediating Body for the purpose of the attempted resolution of the matter.
- (b) At any mediation conference arranged by the Mediating Body, the mediation will be conducted under and in accordance with any procedures and rules agreed between the Parties and, failing agreement, in accordance with the mediation rules of the Mediating Body in force at the date of the mediation.

6.7 Costs

The costs of the mediation will be borne equally by the Parties to the mediation unless otherwise agreed in writing.

6.8 Failure to resolve by mediation

If a dispute is not resolved by mediation, then either Party may take whatever action is available to it at Law or under this Agreement.

7 Notices

7.1 Form

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing, signed by the sender (if an individual) or an Authorised Officer, or the solicitor, of the sender and marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

7.2 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid ordinary post (airmail, if appropriate) to the address set out or referred to in the Details; or
- (c) sent by email to the email set out or referred to in the Details; or
- (d) given in any other way permitted by Law.

However, if the intended recipient has notified a changed address then communications must be to that address.

7.3 When effective

Communications take effect from the time they are received or taken to be received under clause 7.4 (whichever happens first) unless a later time is specified.

7.4 When taken to be received

Communications are taken to be received:

- (a) if sent by post, 3 days after posting (or 7 days after posting if sent from one country to another);
- (b) if sent by email at the time the email was sent, provided the sender sent the email to the correct email address and did not receive any automatically generated error message in connection with that email.

7.5 Receipt outside business hours

Despite clauses 7.3 and 7.4, if communications are received or taken to be received under clause 7.4 after 5:00pm in the place of receipt or on a non-Business Day, they are to be taken to be received at 9:00am on the next Business Day and take effect from that time unless a later time is specified.

8 Mutual warranties

Each party represents and warrants to the other that:

- (a) it is not Insolvent;
- (b) it has the power to execute this agreement and, to perform its obligations under this agreement;
- (c) all necessary resolutions and corporate actions have been duly passed or obtained and all consents, approvals and other procedural matters have been obtained or attended to as required for it to enter into this agreement to which it is a Party;
- (d) the obligations of the Party under this agreement are valid and binding obligations enforceable against it in accordance with their terms, subject to the availability of equitable remedies;
- (e) the execution of this agreement does not and will not contravene:
 - (i) any existing Law to which the Party is subject;
 - (ii) any undertaking or instrument binding on the Party; and
 - (iii) any aspect of the Party's constituent documents; and
- (f) no litigation, arbitration, tax claim, dispute or administrative proceeding is current or pending or (to its knowledge) threatened, which will or is likely to have a material adverse effect upon its ability to perform its obligations under this agreement.

9 GST

9.1 Consideration does not include GST

The consideration specified in this agreement does not include any amount for GST.

9.2 Recovery of GST

If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

9.3 Time for payment

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

9.4 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

9.5 Reimbursement

If a Party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the Party is entitled to an Input Tax Credit.

10 General

10.1 Variation and waiver

A provision of this Agreement, or a right created under it, may not be waived or varied except in writing, signed by the Party or parties to be bound.

10.2 Indemnities

The indemnities in this Agreement are continuing obligations, independent from a Party's other obligations under this agreement and continue after this agreement expires or is terminated. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

10.3 Construction

No rule of construction applies to the disadvantage of a Party because the Party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

10.4 No assignment or dealings

Each Party must obtain the other Party's written consent to transfer, assign or otherwise deal with any right, interest or entitlement that it has under this Agreement.

10.5 Inconsistent law

To the extent permitted by law, this Agreement prevails to the extent it is inconsistent with any law.

10.6 Supervening legislation

Any present or future legislation which operates to vary the obligations of a Party in connection with this agreement with the result that a Party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

10.7 No partnership or agency

Nothing contained or implied in this agreement will:

- (a) constitute or be deemed to constitute a Party as a partner, joint venture, agent or legal representative of any other Party for any purpose whatsoever; or

- (b) create or be deemed to create any partnership, joint venture, agency or trust between the parties or any of them, but this does not affect the operation of the Joint Venture.

EXECUTED as an agreement.

Signed for and on behalf of **Peter MacCallum Cancer Institute ABN 42 100 504 883** by:

.....
Authorised Signatory

.....
Name of witness (block letters)

.....
Date signed

Signed for and on behalf of **[Site name]**

.....
Authorised Signatory

.....
Name of witness (block letters)

.....
Dated signed

Annexure A – Project

Project Details	
Project Title:	Clinical Placement Program in Cancer Survivorship 2022-2024
Tumour Stream:	All
Hospitals Involved ¹:	Peter MacCallum Cancer Centre, [to insert when known]
Project Start Date:	[date]
Completion Date:	30 September, 2024
Number of Participants	The Hospital will be required to host a minimum of 10 and a maximum of 20 participants.
Project Manager:	Helana Kelly
Project Lead:	Helana Kelly
Project Sponsor:	Michael Jefford

1. Project summary

The Project aims to provide a feasible clinical placement model to build health professional's knowledge and confidence to deliver appropriate and quality cancer survivorship care.

This Project will target 150 allied health professionals (AHPs) and practice nurses (PNs) to participate in clinical placements across a minimum of eight (8) host sites across Victoria, including acute and subacute services, and community rehabilitation and health services.

Rural and regional areas are a target of this program, with a target to recruit a host site from each Integrated Cancer Service (ICS) region and a target of 40% program participants to reside in a regional / rural area.

2. Aim and Purpose

To improve access to quality survivorship care for cancer survivors across Victoria through improving knowledge and confidence of the primary and community health professionals who provide this care.

The aims and objectives of this program are guided by key principles of the Victorian Cancer Plan 2020-24:

- a) local solutions and care as close to home as possible, and targets Action area 4.3;

¹ Hospitals involved at time of end of EOI Round 1, [date].

- b) build workforce knowledge and skills in survivorship care across cancer care systems, specifically:
- i. Implement models of shared care and community-based self-management, with a focus on coordination of care across regional clusters
- ii. Build skills in the allied health workforce to understand cancer specific needs, with a focus on regional Victoria and rehabilitation care.

3. Objectives

The Project's key objectives are to:

- a) Provide a practical placement model to build health professional's knowledge and confidence to deliver appropriate and quality cancer survivorship care;
- b) Provide opportunities to improve communication and enhance clinical and referral relationships between hospital and primary care sectors; and
- c) Enable and support host sites to provide an effective and positive learning environment for health professionals.

4. Outcomes

The key Project outcomes will be:

- a) Increased AHP and PN engagement and awareness of cancer survivorship care; and
- b) Improved AHP and PN knowledge and confidence in delivering cancer survivorship care.

Annexure B Fees

1. Peter Mac will pay a mentoring support allowance of \$110 (ex GST) per session attended by a participant to the Hospital.
2. The Hospital must acknowledge the funding support from the Victorian government as a condition of funding. Sites should adhere to the "Acknowledgement and publicity guidelines for Victorian Government funding support" guidelines which direct use of the Victorian Government logo and formatting of acknowledgement statements.