

Research Agreement

2008

Dear ,

GSKA Post Graduate Support Grant

The purpose of this letter is to set out the arrangements under which GlaxoSmithKline Australia Pty Ltd (“GSKA”) agrees to fund the [Institution] (“Institution”) to undertake research for a two year period (“Term”) commencing on [commencement date] (the “Commencement Date”). The funding is to provide further financial support to a PhD. or other post graduate research student (“Student/Post-doc”) who has already been awarded a grant from a non commercial body. The funding is intended to allow the recipient greater freedom or resources in the conduct of the Research which might improve the educational benefits or outcomes of the Research.

The Student/Post-doc is already the beneficiary of a [research grant from a non commercial source] and the Institution acknowledges the Student/Post-doc is not employed by a commercial organisation.

The Student/Post-doc is [a Ph.D. or Post Doctorate] within 3 years of Ph.D. graduation at the Commencement Date.

1. The Institution agrees to conduct the program of research as set out in the attached schedule to this letter (the “Research”). It is acknowledged that the Research undertaken by the Institution under this Agreement will be associated with the improved understanding of [field of research] and is related to PhD/post doctoral study. The Research will be undertaken by [XXX] (“Student/Post-doc”) and supervised by [XXX] (“Supervisor). The work will be carried out mainly in Australia. The Research does not involve the administration of approved or unapproved medicines to human subjects.
2. GSKA will provide funds to the Institution for the Research in two equal instalments of \$[XXX] (ex GST) (the “Funding”). The Funding will be payable on the Commencement Date, and upon submission of a report 12 months after the Commencement Date, against tax invoices supplied to GSKA by the Institution.
3. Use of the Funding for the Research is at the discretion of the Supervisor but should be used in connection to the Student/Post-doc for expenses incurred in the performance of the Research such as student stipend, equipment and travel by the Student/Post-doc.
4. The Institution will provide GSKA reports in reasonable detail on the status and outcomes of the Research 12 months and 24 months after the Commencement Date. These reports may be in the form of a written report or a presentation given to GSKA at a mutually agreed date and venue.
5. The Institution will provide GSKA one bound copy of the [PhD thesis] which has been written as part of the Research. GSKA agrees to pay reasonable costs associated with the provision of this copy.
6. The Institution must defend, indemnify and hold GSKA, its affiliated companies, and their representatives, successors, and assigns harmless from and against any and all claims, suits,

actions, liabilities, loss, judgments or damages, whether ordinary, special or consequential arising directly or indirectly from, or in connection with:

- (a) the acts, negligence, omissions or wilful misconduct of the [Institution](#);
 - (b) the Research undertaken;
 - (c) a breach of the term of the Agreement; or
 - (d) a claim that the Research infringes upon or misappropriate any patent, copyright, trade mark, trade secret or other intellectual property interest of another.
7. Each party will be responsible for the safety of its own property and employees involved in the Research, for the satisfaction of all employer's liabilities in respect to its employees, and in the case of the Institution, for the safety of the Supervisor and the Student / Post-Docs, for effecting and maintaining appropriate insurances to cover its activities relating to this Agreement.
 8. [The Institution](#) agrees to supply to GSKA a copy of any publication or presentation about the Research prior to its submission. In avoidance of doubt, there is no requirement upon [the Institution](#) to seek GSK approval prior to publication.
 9. [The Institution](#) agrees that GSKA will be acknowledged in any publications or presentations resulting from the Research.
 10. [The Institution](#) will use its best endeavours to ensure that the Research is conducted in compliance with all relevant laws, conventions and ethics committee guidelines concerning the use of animals in research.
 11. GSKA and [the Institution](#) each undertake to comply with the conditions of award of a NHMRC, ARC or other research grants used to undertake research associated with or relating to the Research.
 12. [The Institution](#) agrees to not receive additional funding for the Research from any other commercial entities during the Term without the prior written consent of GSKA. For the avoidance of doubt, this restriction does not apply to other research conducted by the Institution, Supervisor and Student/Post-doc.
 13. All significant correspondence concerning Research should be sent to Dr Ashley Bates or such other person as may be nominated by GSKA.
 14. Each party will have the right to terminate the Agreement at any time on one month's written notice to the other in the event that the other party is in breach of its obligations under this Agreement and fails to remedy such breach within one month of being requested to do so.
 15. At any time during the Term, GSKA has the right to terminate the Agreement by providing the Institution [three] months written notice.
 16. The obligations contained in Paragraphs 6, 7, 8 and 9 shall survive the expiration or other termination of this agreement.

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17. Any proposed use of a party's name by the other in any published material, including press releases, must be approved by the other party in writing prior to release of that published material.

Can you please confirm your acceptance of the above terms and conditions by signing and returning the enclosed copy of this letter.

Yours sincerely

Dr Ashley Bates
Head of R&D Alliances
for and behalf of
GlaxoSmithKline Australia Pty Ltd

ACCEPTANCE:

Agreed for an on behalf of

[Institution]

Signed: _____
(on behalf of Institution)

Name: _____

Date _____

Signed: _____
(Student/Post-doc)

Name: _____

Date _____

Signed: _____
(Supervisor)

Name: _____

Date _____

SCHEDULE 1

Program of Research