



FUTURE HEALTH TODAY  
Changing the course of chronic disease

# Data Governance Framework

Last updated 22 June 2021



*We acknowledge the Traditional Owners of the land on which we work, and pay my respects to the Elders, past and present.*

*This Data Governance Framework document has been developed drawing upon the Data Governance Framework for the Patron project (see [https://medicine.unimelb.edu.au/\\_data/assets/pdf\\_file/0016/3020272/Governance-Framework.pdf](https://medicine.unimelb.edu.au/_data/assets/pdf_file/0016/3020272/Governance-Framework.pdf)). It will change over time to remain fit for purpose. Please check the FHT website for the latest version.*

## **Future Health Today Data Governance Framework**

**Department of General Practice**

**The University of Melbourne**

**Victoria, 3010, Australia**

**CRICOS: 00116K**

**[www.futurehealthtoday.com.au](http://www.futurehealthtoday.com.au)**

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# 1. Introduction

## 1.1. Overview

Future Health Today (FHT) is a collaboration between The University of Melbourne and Western Health. It is a proactive digital health intervention that aids early detection and management of patients with chronic disease. It uses data from patient records to automate the identification of patients who are at risk of chronic disease, or, living with chronic disease and may benefit from additional treatment. The University of Melbourne has received funding from the Paul Ramsay Foundation, the Melbourne Academic Centre for Health, and Cancer Research UK to develop and evaluate Future Health Today in primary care settings.

The FHT software tool (See Figure 1) consists of:

- a patient dashboard: snapshot of patient records highlighting those who are at risk of chronic disease and require diagnostic testing and investigation, and those who require a review of their chronic disease management. It easily interfaces with practice recall systems through downloadable .csv files.
- point of care support: on screen recommendations for individual patients, with suggestions for the GP for further testing, treatment and management.
- resources and guidelines: links to evidence based clinical management guidelines and peak body information for patients.
- quality improvement: education, activities and reports which facilitate quality improvement, linked to Continuing Professional Development (CPD) requirements.

This document presents the Data Governance Framework for FHT. Acronyms and definitions relevant to this Framework are listed at Appendix A. For more information about FHT see <http://www.futurehealthtoday.com.au>

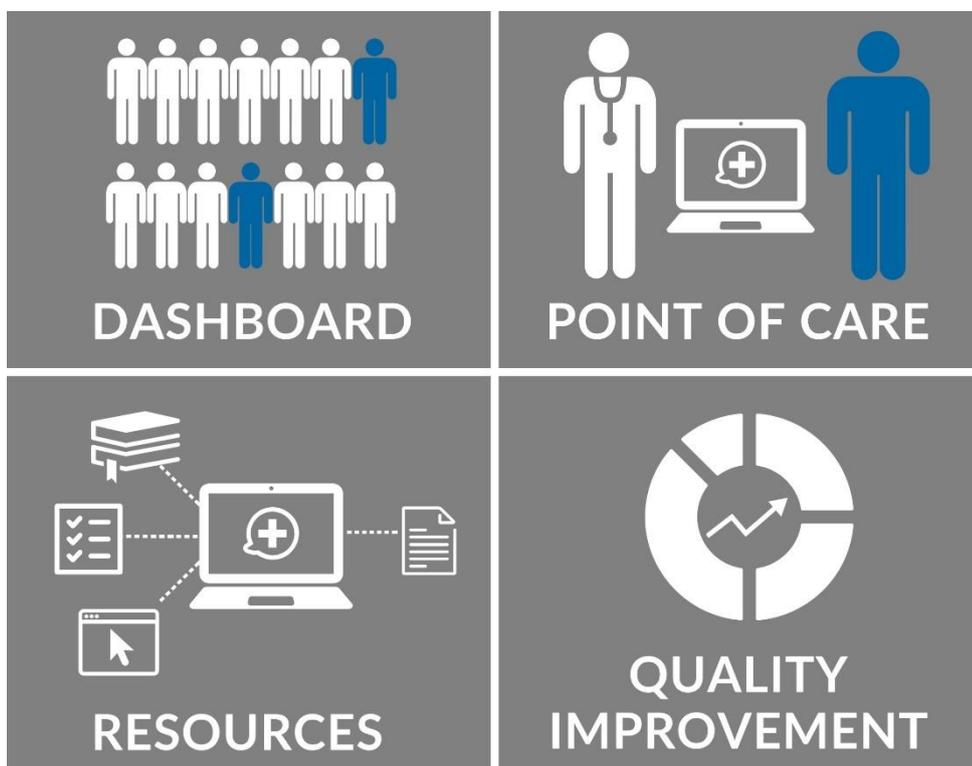


FIGURE 1. MAIN COMPONENTS OF THE FHT PROGRAM OF WORK

FHT operates in accordance with relevant privacy and health records legislation and has been granted the necessary ethics approvals by The University of Melbourne. Consent and legal agreement are received from the

participating Practices before implementation on site. Data within practice electronic medical records known to normally contain personally-identifiable information **will not be extracted** from general practices.

Practices participating in the FHT trial (2021-22) are required to contribute de-identified data to the Patron repository, part of the 'Data for Decisions' initiative of the Department of General Practice, University of Melbourne. The Patron program of research is described in detail at <https://medicine.unimelb.edu.au/school-structure/general-practice/engagement/data-for-decisions>. This website also contains information about data security, privacy and access as well as the Data Governance Framework that applies to the Patron program. Evaluation of FHT will include extraction of de-identified data from the Patron database for evaluation and research.

Practices participating in the FHT Program are invited but not required to contribute data to the Patron repository. In addition, aggregated de-identified cohort and usage data contributes to FHT practice comparative dashboards (see section 2).

## 1.2. Goal

The goal of FHT is to create a new standard of care for patients at risk of, or diagnosed with, chronic diseases, focused initially on chronic kidney disease (CKD), type 2 diabetes (T2D), cancer and cardiovascular disease (CVD). This will be achieved by improving diagnosis and management in primary care by providing proactive eHealth solutions for primary care practitioners and their patients. The solutions will be delivered at scale into the health system, driving systemic and cultural changes to clinical practice, through an implementation science approach.

## 1.3. Accountability

The FHT Management Committee is the primary operational committee for FHT. It has responsibility for the approval and oversight for all research, technical development and business activities. The committee also provides reports on progress and seeks advice from the Executive Steering Committee.

The Executive Steering Committee provides strategic oversight and leadership of the FHT program. The Executive Steering Committee monitors the programs progress and provides advice and recommendations on the program's financial management, scope and timelines, risk management, and the overall program's sustainability.

The FHT organisation chart is presented at Figure 2.

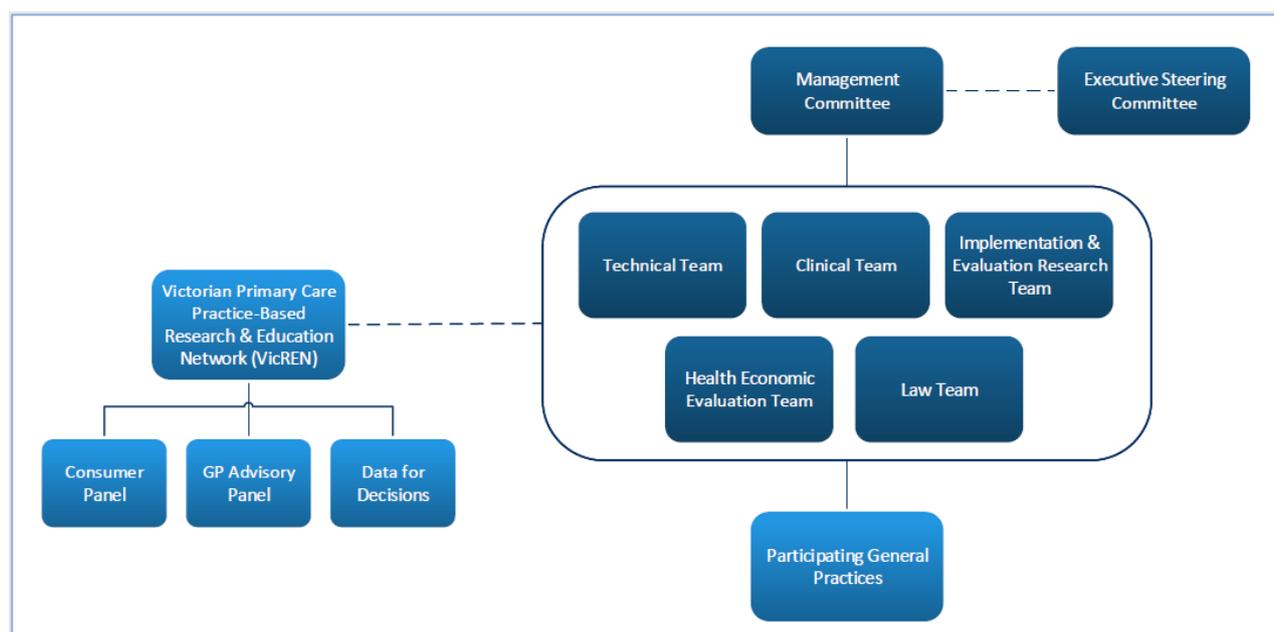


FIGURE 2. FHT: ORGANISATIONAL CHART

#### 1.4. Framework purpose

This Data Governance Framework (the Framework) is dynamic and will change over time to remain fit for purpose. The Framework outlines the FHT governance procedures, the legal and ethical environment within which the system operates and provides a framework for the identification and management of privacy risks related to FHT.

This Framework is overseen by the FHT Management Committee.

#### 1.5. Audience

This Framework is a public document designed to inform all parties who may have an interest in the governance of FHT – including the public, health care consumers, government, University and research organisations, Primary Health Networks, General Practices and other primary healthcare providers.

**This Framework is not intended to be legal advice. Readers should consider getting their own independent legal advice in relation to their potential involvement in FHT.**

## 2. Future Health Today data flows

FHT is installed on a regular workstation that sits in each participating Practice. Identifiable data of individual patients remains within each Practice's EMR.

The following data are extracted **from each Practice to Amazon Web Services (AWS)**.

- User's email address (used for forgotten email process)
- Software logs - detailing when a software was run.
- Cohort-related data for benchmarking
- Clinic's ID which infers the Clinic's name
- Username and password for the site.
- Usage data

AWS stores the FHT data in a data centre cluster in Sydney, Australia (see

<https://aws.amazon.com/compliance/australia-data-privacy/> and <https://aws.amazon.com/about-aws/global-infrastructure/>)

The following data flow **from AWS to each Practice**.

- Software update location
- FHT webpage
- Success/failure messages when Application Programming Interfaces (APIs) are called.

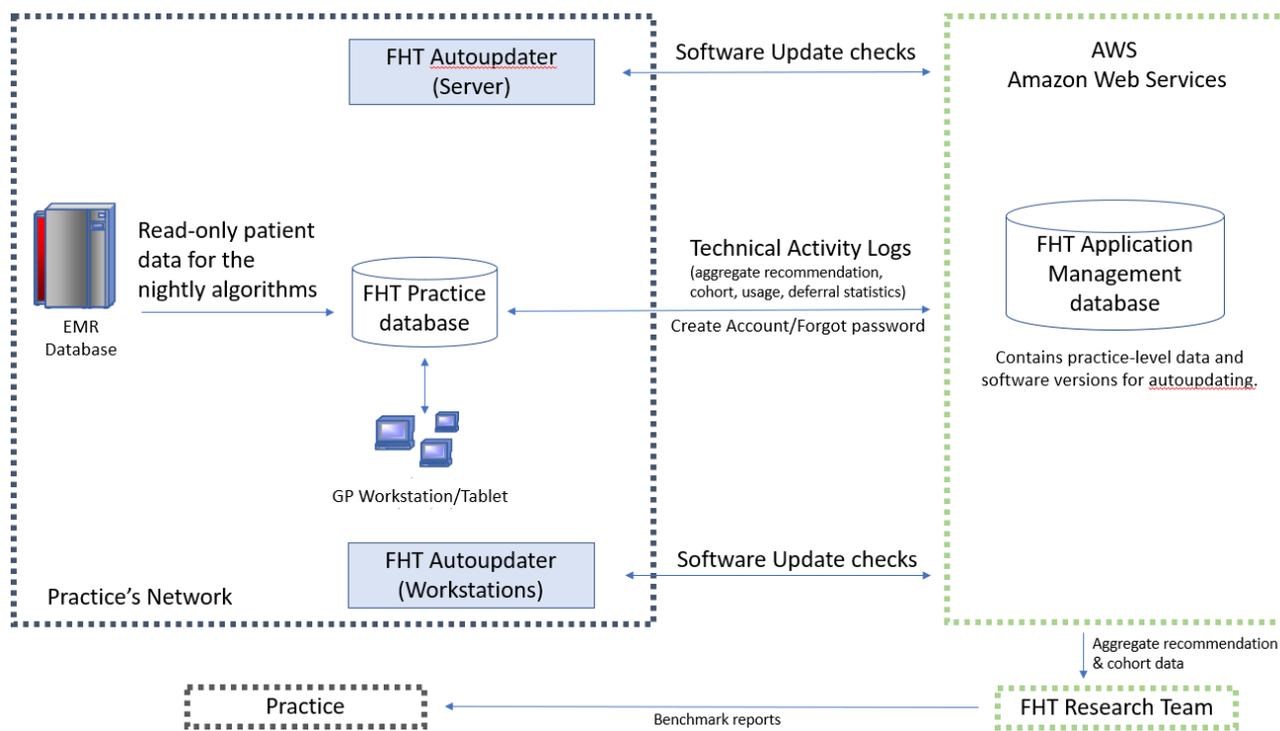


FIGURE 3: FHT DATA FLOWS

Data flows to the FHT Application Management database in Figure 3 includes data that forms part of the benchmark reporting.

In order to generate the benchmarking reports for FHT practices, **some aggregated FHT recommendation and cohort data from the FHT Application Management database will be provided to the FHT researchers.**

Furthermore, the following data flows separately provide for the evaluation of FHT:

- De-identified data from the Patron dataset
- Qualitative data from interviews and focus groups with staff of participating practices.

## 3. Ethics and Legal Framework

### 3.1. Ethical framework

FHT-related research adheres to the ethical principles in the NHMRC [National Statement on Ethical Conduct in Human Research](#).<sup>1</sup>

#### 3.1.1. Ethics approval (The University of Melbourne)

Ethics approval to conduct co-design research sessions with general practice staff and consumers, as well as the implementation of the FHT technology platform at the pilot sites was received from the Melbourne Health Human Research Ethics Committee (HREC/47394/MH-2018; site reference number 2018.380). The ethics approvals have also been registered by The University of Melbourne Human Research Ethics Committee (1852972). Ethics approval to conduct the Future Health Today Program and Trial have been received from The University of Melbourne Human Research Ethics Committee (Program: 2021-14597-14819-4; Trial: 2021-13905-18036-4).

#### 3.1.2. Ethical processes

Practices recruited to participate in FHT-related research activities are introduced to FHT and the research by trained research staff from VicREN and are provided with a plain language statement and consent forms. Once recruited, Practice owners or managers will be asked to sign an FHT Trial Agreement (Appendix 3), prepared by University of Melbourne legal services, which will explain the payment schedule for the Trial, intellectual property, and process for any notification of privacy breaches. Any staff within a participating practice may use FHT or may choose to not use FHT.

##### *Patient data*

Practices participating in FHT-related research activities will be participating in the Data for Decisions program and providing data that will be stored in the Patron database for use in general practice research. The waiver of individual patient consent associated with the use of data extracted from electronic medical records has been approved by The University of Melbourne Ethics Committee (ID: 2021-13905-18036-4). These data will be used to evaluate the impact of FHT on patient outcomes. This research is low risk, will ensure protection of privacy and confidentiality and it is impracticable to obtain individual consent due to the large number of patients attending general practice. Despite this, we will be offering people the ability to withdraw. People can withdraw simply by advising their practice; the practice can enter these details and data will not be extracted from those patients' records.

##### *Practice staff data*

Written consent will be obtained from general practice staff participating in qualitative research activities associated with the use of FHT, including but not limited to focus groups and interviews. All research participants will be provided with written plain language statements by trained research staff or the investigator group and given the opportunity to ask questions prior to deciding whether they wish to participate. In addition to written consent, we will gather oral consent for qualitative interviews at the commencement of the interview. Participation is completely voluntary. Participants are able to withdraw/terminate participation at any stage, however any data that have already been collected will not be able to be withdrawn.

Where practice staff are asked to complete an anonymous survey (online through REDCap or by completing a paper-based survey), consent will be implied by virtue of the participant clicking on a button in REDCap acknowledging consent to participate, or by completing a paper-based survey option should the participant prefer not to use REDCap.

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<sup>1</sup> Australian Government, National Health and Medical Research Council (NHMRC), *National statement on ethical conduct in human research*. 2007 (Updated 2018), Australian Government, National Health and Medical Research Council: Canberra. <https://nhmrc.gov.au/about-us/publications/national-statement-ethical-conduct-human-research-2007-updated-2018>

Advisory group members are provided with separate plain language statements and consent forms by the Implementation and Evaluation team and supporting professional staff. Written consent will also be sought from participants in the General Practice and Consumer Advisory Panels if they will be contributing data that will be reported in the research.

### 3.1.3. Right to withdraw

#### *Patients*

All patients have a right to withdraw from the Data for Decisions Program, and hence FHT. Withdrawal will not affect clinical care. Participating practices agree to display posters and leaflets informing patients about the Data for Decisions Program and FHT and their right to withdraw. Participating practices also agree to action requests by patients to withdraw from the Program by completing the relevant 'consent denial' form within the GRHANITE® software.

#### *General Practices*

A participating practice may request to withdraw from the Data for Decisions Program or the FHT program (or both) at any time by providing written notice to the University. Upon receipt of such notice, the University will disable GRHANITE® software and/or FHT software as soon as reasonably practicable (within 14 days).

### 3.1.4. GP and practice staff data

Using GRHANITE® software, the University collects and stores in the Patron data repository de-identified information about health care providers and practice staff where these individuals have contributed to patient data that are collected by the Program. The software generates a code for each health professional or practice staff member, but this does not enable the University to personally identify any clinical or non-clinical practice staff. As outlined in section 2 above, some personal information of practice staff is collected for administrative purposes. The collection and handling by the University of this personal information is separate from Patron and is subject to the *Privacy and Data Protection Act 2014* (Vic). There will be no onward collection or disclosure of personal information about GPs without their explicit consent (unless a legal exception applies).

Data collected through evaluation activities will be transcribed (as required), de-identified prior to analysis and stored as password protected digital text files on a secure server at The University of Melbourne. The transcripts will be analysed in NVivo software, and the files will only be accessible using a University of Melbourne username and password. The participants' privacy will be protected by secure storage, de-identification and allocation of codes or pseudonyms in any publications or reports. Any references to time, or patient name will be removed from any publication. Field notes from participant observations and practice meetings will be stored as digital files on a password-protected secure server at The University of Melbourne. Any non-digital data, for example diaries, will be stored in a locked filing cabinet.

REDCap data and extracts from the Patron dataset will be stored on a server at The University of Melbourne. The raw data will only be accessible to researchers requiring access for data cleaning and analysis and will require the entry of a University of Melbourne username and password. This dataset does not contain personal identifiers such as name, date of birth, or address.

## 3.2. Legal framework and guiding policies

FHT has been designed to comply with all Australian legislation and research policy, and with all relevant University of Melbourne policies. These are:

- *Health Records Act 2001* (Vic)
- *Privacy and Data Protection Act 2014* (Vic)
- *Privacy Act 1988* (Cth)

- National Health and Medical Research Council, *National Statement on Ethical Conduct in Human Research* (2007, updated 2018)
- *Australian Code for the Responsible Conduct of Research* 2018
- University of Melbourne Privacy Policy ([MPF1104](#)) – incorporating obligations under the *Freedom of Information Act 1982* (Vic)
- University of Melbourne’s Conflict of Interest Guidelines in the Research Integrity and Misconduct Policy ([MPF1318](#))
- University of Melbourne Management of Research Data and Records Policy ([MPF1242](#))
- University of Melbourne Information Security Policy ([MPF1270](#))

General practitioners also have professional obligations under the *Health Practitioner Regulation National Law Act 2009* (Vic, Health Practitioner National Law) and codes of conduct in relation to medical records.

FHT is included on the Australian Register of Therapeutic Goods (ARTG ID 340675).

### 3.2.1. Privacy principles

The key data governance principle for the FHT programme of work is that identifiable patient data remain within individual Practices, where they are governed by the Australian *Privacy Act 1988* and the *Health Records Act 2001* (Vic) as well as relevant professional obligations.

For the purpose of engaging with Practices, under the terms of the FHT Agreements (Appendices B and C), Practices give permission to the project technical staff to collect some personal information of practice staff. The University of Melbourne complies with the *Privacy and Data Protection Act 2014* (Vic) in relation to the personal (identifiable) information it collects about practice staff. De-identified data extracted from practices under the Data for Decisions program and stored in the Patron data repository are securely sent and not personally identifiable for the purposes of the *Health Records Act 2001* (Vic). Re-identification may only happen within the confines of, and with permission of, the practice where the data were collected.

### 3.2.2. Legal Agreements

**Program and Trial Agreements:** Practices that agree to participate in the FHT Program or Trial enter into a legal agreement with The University of Melbourne (Appendices B and C). The purpose of the legal agreement is so that The University of Melbourne and the Practice both have a clear understanding of the terms under which the software is installed, support is provided, evaluation is conducted and data are extracted from the EMR. The terms of the agreement are explained to potential participating practices. The software is not installed and no data are extracted until this agreement is in place.

Practices have the right to terminate this agreement at any time. The University may also terminate the agreement and cancel the participation of the Practice.

## 4. Data Processes and Management

### 4.1. Data quality

The FHT data extraction processes are designed to ensure that the data extracted from the EMR and provided to FHT are complete and in as close to their original form as possible and kept without modification to the maximum extent possible to avoid the introduction of error or bias.

In some cases, modification of pathology result data may be undertaken where it is believed that errors in the source data exist (e.g. invalid units of measure). Any such changes have been made as a result of, and after clinical review and advice.

Algorithms applied to the FHT source data have been generated based on clinically-developed algorithm specifications. Testing is undertaken using UoM test source EMR systems to ensure compliance with algorithm specifications. Testing of the algorithms is also planned to be undertaken using de-identified Patron practice data – this will enable testing to take place using a far richer, more varied and more realistic source of practice data.

Test cases have been generated based on the algorithm specifications and are applied using HaBIC R2's internal test EMR systems for ZedMed, Best Practice and Medical Director.

Any identified issues (either during testing or in Production) are captured using JIRA issue and project tracking software.

### 4.2. Data management and security

FHT must comply with The University of Melbourne's Information Security Policy ([MPF1270](#)), and all relevant Australian laws and requirements. The University also has obligations to have appropriate data security measures under privacy and health records law, but these only relate to personal (identifiable) information.

The identifiable data extracted from the source EMR and used by FHT resides on an FHT database within each Practice. The FHT application does not transfer identifiable patient or clinical information out of the Practice. Each URL that the clinic enters points to a specific local-area network address within the clinic. In most clinics' systems, IT rules are set so the local area network address is not accessible to anyone outside the network.

Technical activity log information is passed from the FHT application to an AWS FHT database to aid support, ongoing development and problem analysis and resolution (see Section 2). This data includes aggregate recommendation, usage, deferral and cohort data. The AWS servers are IP-restricted and require private keys to access them.

Minimal user account information is transferred to an AWS FHT database for resetting password purposes, whilst software versioning information is also passed to the AWS server for software version autoupdating purposes (see Figure 3).

### 4.3. Incidents and breaches

The relevant clause in the FHT Agreements (Appendices B and C) stipulates that

*Each party will notify the other as soon as practicable after it becomes aware of an alleged or actual breach of an obligation under the Privacy Laws in connection with the Agreement and will, in relation to such alleged or actual breach:*

- 1.1.1. provide the other party with all relevant documentation;*
- 1.1.2. do all such things as may be reasonable to resolve such allegation or breach; and*
- 1.1.3. keep the other party updated and informed about any developments.*

### 4.4. Data retention

Data will be retained in accordance with FHT ethics approvals and University of Melbourne policies. The program must comply with the [Management of Research Data and Records Policy \(MPF1242\)](#) and implement the [Procedures](#)

[and Guidelines for the Management of Research Data and Records](#). These procedures include guidance on data retention durations.

FHT trial data will be retained intact for a period of at least 15 years from the date of any publication based on the data, or longer if discussion of results continues. Other FHT data (program and optimisation phases) will be retained intact for a period of at least five years from the date of any publication based on the data, or longer if discussion of results continues. These data will be retained if there are regulatory or sponsor requirements, or if the data have historical or archival value, according to The University of Melbourne Code of Conduct for Research. Data will be disposed of in keeping with University of Melbourne policy and procedures. The duration for retention of Patron data and individual Practice data is specified in the Patron Data Governance Framework and the *Health Records Act 2001* (Vic) respectively.

## 5. Conflict of interest

All individuals involved in the operation, management and governance of FHT must adhere to The University of Melbourne's Conflict of Interest Guidelines of the Research Integrity and Misconduct Policy ([MPF1318](#)). Conflicts may be actual, perceived or potential conflicts, direct or indirect, financial or non-financial.

# Appendices

## Appendix A. Acronyms and definitions

Term	Definition
<b>AWS</b>	Amazon Web Services
<b>Data for Decisions</b>	A research initiative within The University of Melbourne Department of General Practice that incorporates the Patron data repository and program of work.
<b>EMR</b>	Electronic Medical Record
<b>FHT</b>	Future Health Today
<b>GP</b>	General practitioner
<b>GRHANITE®</b>	A data software tool that enables the extraction, curation and delivery of sensitive data to data storage facilities. It was first developed in 2007 at The University of Melbourne by Douglas Boyle and Siaw Teng Liaw.
<b>HREC</b>	Human Research Ethics Committee
<b>IT</b>	Information Technology
<b>NHMRC</b>	National Health and Medical Research Council
<b>Patron data repository</b>	A repository of de-identified primary care data housed within The University of Melbourne, it is part of the Data for Decisions research initiative. Patron is abbreviation of 'Primary care Audit, Teaching & Research Open Network'.
<b>Practices</b>	General practices and other eligible primary care practices that participate in the Patron program.
<b>Privacy Laws</b>	Privacy Laws means the <i>Privacy Act 1988</i> (Cth), the <i>Privacy and Data Protection Act 2014</i> (Vic), the <i>Health Records Act 2001</i> (Vic) and any approved privacy code or any other privacy laws that apply to any of the parties.
<b>the University</b>	The University of Melbourne
<b>UoM</b>	The University of Melbourne
<b>VicReN</b>	Victorian primary-care practice-based Research Network

# Future Health Today Program Agreement

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<b>Date</b>	Click or tap to enter a date.
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<b>Parties</b>	<b>The University of Melbourne</b> ABN 84 002 705 224 a body politic and corporate established in 1853 and constituted under the <i>University of Melbourne Act 2009 (Vic)</i> ( <b>UoM</b> )
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<b>Collaborator</b>	<b>NAME OF MEDICAL GROUP / PRACTICE</b> Enter business name and ‘trading as’ name of practice  <b>ABN</b> Enter ABN <b>ADDRESS</b> Enter practice address
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<b>Background</b>	<p>A. UoM has received funding to develop a software platform to provide primary care clinical decision support, known as Future Health Today. The Future Health Today project is a joint collaboration between UoM and Western Health.</p> <p>B. Collaborator has agreed to participate in the Future Health Today Project and to implement and contribute to the evaluation of the Future Health Today Platform. The parties agree to collaborate in accordance with the terms and conditions of this Agreement.</p>
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## Operative Provisions

### 1. Defined terms & interpretation

#### 1.1 Defined Terms

**Agreement** means this agreement together with any schedules or annexures.

**Background IP** means Intellectual Property owned or controlled by a party, including Intellectual Property developed before or independently of this Agreement, which the party determines, in its sole discretion, to make available for the carrying out of the Project and includes the Intellectual Property described as such in Item 8 of Schedule 1 in respect of the party.

**Background Materials** means any physical materials (including any documents, samples or prototypes) owned or controlled by a party, including materials developed before or independently of this Agreement, which the party determines, in its sole discretion, to make available for the carrying out of the Project and includes those materials described as such in Item 9 of Schedule 1 in respect of the party.

**Business Day** means a day that is not a Saturday, Sunday or a University holiday as indicated on the University calendar as amended from time to time.

**Competing Product** has the meaning given to that term in clause 6.3(b).

**Confidential Information** means all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented

intellectual property, financial and business information and all other commercially valuable information of the Disclosing party which the Disclosing party regards as confidential to it or which is evident by its nature or the manner of its disclosure to be confidential.

**Disclosing Party** means the party that is disclosing Confidential Information.

**End Date** means the date specified in Item 3 of Schedule 1.

**Future Health Today Platform** means the software platform referred to in Background A that utilises data from electronic medical records (**EMRs**) to automate the detection of chronic disease and chronic disease risk and provides new opportunities for early intervention and evidence-informed management to improve health outcomes, and has been developed by UoM in collaboration with Western Health.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity, whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of this Agreement, including copyright, inventions, patent rights, trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature, together with any right to apply for registration or protection of such rights.

**Key Personnel** means, in respect of a party, the persons listed in Item 4 of Schedule 1 in respect of that party.

**Legal Notice** means a Notice under clause 5 (Subcontracting), clause 8.2 (Notice of Privacy Breach), clause 10 (Conflict of Interest), clause 14 (Termination), clause 16 (Dispute Resolution), clause 17 (Force Majeure), clause 19.3 (Amendment), clause 19.4 (Assignment), and clause 19.6 (Waiver).

**Notice** means any notice, demand, consent given or made under this Agreement.

**Personnel** means the employees, directors and officers of a party, and Students in respect of any party that is a university, involved in the conduct of the Project.

**Privacy Laws** means the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic) and any approved privacy code or any other privacy laws that apply to either of the parties.

**Project** means the research and research related activities referred to in Background A and described in Item 5 of Schedule 1.

**Project Deliverables** means the reports and other materials described as such in Item 6 of Schedule 1.

**Project Funding** means the funding payable to UoM by Paul Ramsay Ancillary Fund Pty Ltd as trustee for Paul Ramsay Foundation for the purposes of conducting the Project.

**Project IP** means the Intellectual Property which is developed or discovered in the course of conducting the Project, including all Intellectual Property subsisting in any Project Materials, but excluding copyright in any Thesis.

**Program Manager** means the UoM personnel identified in Item 1 of Schedule 1 or otherwise appointed pursuant to clause 3(b).

**Project Materials** means all physical materials (including any documents, samples or prototypes) produced in the course of conducting the Project, excluding any Background Materials.

**Project Representative** means, in respect of a Collaborator, the person described as such in Item 1 of Schedule 1 in respect of that Collaborator.

**Publication** means an abstract, article, manuscript or paper, presentation at a conference or seminar, or other public disclosure, where such publication specifically discloses (wholly or partly) the actual project outputs, including any Project IP, Project Deliverables or Project Materials, and **Publish** is to be similarly construed

**Receiving Party** means the party that is receiving Confidential Information.

**Resources** means the cash payments and in-kind contributions to be provided by the parties for the Project, as set out in Item 10 of Schedule 1 but excludes Intellectual Property.

**Special Conditions** means such conditions as may be specified in Item 11 of Schedule 1.

**Start Date** means the date specified in Item 2 of Schedule 1.

**Student** means any student enrolled in a postgraduate degree by research at any party which is a university or higher education institution.

**Term** means the term specified in clause 2.

**Thesis** means any thesis or dissertation which is permitted or required to be submitted to a university by a Student in order to fulfil the university's requirements of their degree.

## 1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa and a reference to any gender includes all genders;
- (b) if a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- (c) any reference to:
  - (i) this Agreement means this document, including any schedules or annexures, as varied, novated or replaced from time to time;
  - (ii) a clause, paragraph, schedule, attachment or annexure is a reference to this Agreement, and a reference to this Agreement includes any schedule, attachment or annexure;
  - (iii) a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
  - (iv) AUD, A\$, \$A, dollar, or \$ is the Australian currency and all amounts payable under this Agreement are payable in Australian currency;
  - (v) a reference to time is to time in Melbourne, Australia;
  - (vi) a party includes its agents, employees, invitees, officers, permitted successors, transferees and assigns;
  - (vii) "writing" includes electronic transmission and any means of reproducing words in a tangible and permanently visible form;
  - (viii) a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
  - (ix) a legislation, statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements;
- (d) headings are for convenience only and do not affect interpretation;
- (e) "GST", "input tax credit", "recipient", "supply", "tax invoice" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (f) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (g) any word of limitation such as 'including', and any other similar expression, is to be read with the words 'but not limited to' immediately after; and

- (h) no rule of construction will apply to a clause to the disadvantage of a party merely because that party proposed the clause or would otherwise benefit from it.

## **2. Term**

This Agreement will commence on the Start Date and will end on the End Date, unless extended or terminated earlier in accordance with this Agreement. For the avoidance of doubt, if the Start Date is a specified date and this Agreement is entered into after such date, the terms of this Agreement will be effective from, and apply retrospectively to work carried out in relation to the subject matter of this Agreement on or after, such specified date.

## **3. Project**

- (a) Each party will:
  - (i) carry out the tasks within the Project allocated to it in accordance with this Agreement (including any Special Conditions) and all reasonable professional, scientific and ethical principles and standards, and where Key Personnel are specified, using such Key Personnel;
  - (ii) collaborate with the other parties to develop the Project Deliverables by the date(s) or frequency specified in Item 6 of Schedule 1;
  - (iii) provide the Resources that are required from each of them to conduct the Project as set out in Item 10 of Schedule 1; and
  - (iv) ensure that all necessary ethical, administrative and governmental approvals relating to the Project are in place before commencing the Project.
- (b) The Program Manager will oversee the conduct of the Project and the parties agree to comply with the reasonable directions of the Program Manager. If the Program Manager ceases to be available for the Project, the University will, in consultation with the Collaborator, appoint a replacement Program Manager to oversee the conduct of the Project.
- (c) The Collaborator must keep the University informed of the progress of the Project, and otherwise provide information relating to the conduct of the Project to the University upon the University's reasonable request, including findings and results

## **4. Payment Schedule**

- (a) UoM will pay each party at the times and in the amounts specified in Item 7 of Schedule 1 within thirty (30) days from the end of the month in which UoM receives a valid tax invoice from the relevant party.
- (b) The Collaborator agrees and acknowledges that the Project Funding for this Agreement is provided to UoM from Paul Ramsay Ancillary Fund Pty Ltd as trustee for Paul Ramsay Foundation, and that:
  - (i) UoM has no obligation to distribute any Project Funding before it has received the funds from the Paul Ramsay Foundation; and
  - (ii) the Collaborator must do all things and provide all reasonable assistance to UoM to ensure that the University complies with all its obligations in relation to the funding arrangements with the Paul Ramsay Foundation.

## **5. Subcontracting**

- (a) The Collaborator must not sub-contract the performance of all or any part of its rights or obligations under this Agreement without the prior written consent of UoM acting in its absolute discretion.
- (b) The Collaborator must enter into a written agreement with each approved subcontractor which must include terms and conditions consistent with this Agreement.
- (c) The Collaborator who subcontracts remains fully responsible for the performance of all work provided under this Agreement and for all costs incurred with respect to its authorised subcontractor.

## 6. Intellectual Property and Materials

### 6.1 Background IP and Background Materials

- (a) Each party:
  - (i) agrees that it will not have any claim, ownership or interest in the other party's Background Intellectual Property; and
  - (ii) grants the other party a non-exclusive, royalty-free licence to use its Background Intellectual Property for the purpose of carrying out the Project, but for no other purpose.
- (b) During the Project a party (**Supplying Party**) may transfer Background Materials to another party (**Recipient Party**) to enable the Recipient Party to use those Background Materials for the purposes of the Project, but for no other purpose.
- (c) The Recipient Party:
  - (i) must handle and use the Background Materials in compliance with all applicable legislation, regulations, codes and guidelines;
  - (ii) not reverse engineer, modify, or alter such Background Materials except as agreed by the parties to the extent necessary to enable the Recipient Party to undertake the Project;
  - (iii) must not use the Background Materials in any human body fluids, extracts of human tissues, human tissue in explant culture or human cells in cell culture, without the prior written consent of the Supplying Party;
  - (iv) must ensure that its personnel use the Background Materials only in accordance with the terms of this Agreement, and any relevant human subject consent and ethics approval (if applicable);
  - (v) acknowledges that the Background Materials are experimental in nature and may have defects, deficiencies and hazardous properties;
  - (vi) must, at the expiration or termination of this Agreement or otherwise upon the written request of the Supplying Party, at its own expense, return, transfer or dispose of (at Supplying Party's option) all remaining unused Background Materials in its possession, custody or control.
- (d) Before transferring Background Materials, the Supplying Party must notify Recipient Party if any of the Background Materials may have hazardous or unsafe properties, the nature of such properties and handling instructions, and must ensure that the Background Materials are appropriately labelled.
- (e) To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or conferred by statute, custom or the general law that impose any liability or obligation on the Supplying Party in relation to the Background Materials are expressly excluded under this Agreement.

### 6.2 Project IP & Project Materials

- (a) UoM owns the Project IP and all rights in any Project Materials and all such rights will vest in UoM immediately upon creation, and to the extent that any other party retains any rights in the Project IP or the Project Materials, such party hereby assigns all such rights to UoM.
- (b) UoM grants a royalty-free, non-transferable, non-exclusive licence to each other party to use the Project IP and Project Materials for the purpose of carrying out the Project, but for no other purpose.
- (c) Where Students are involved in the Project, the parties acknowledge and agree that all Students shall own copyright in their thesis.

- (d) Each Collaborator must at its own cost, if requested by UoM, do all things reasonably necessary to give effect to this clause 6.2(a).
- (e) Where Project Materials include human biological samples, the party collecting the samples (**Collecting Party**) must obtain appropriate express written consent from each human subject (including whether the samples will be used for any future purpose other than the Project), and each Collaborator agrees to:
  - (i) use such samples at all times in accordance with such express written consents and the *National Statement on Ethical Conduct in Human Research (2007) - Updated 2018*; and
  - (ii) comply at all times with the reasonable directions of the Collecting Party regarding storage, monitoring and disposal of such samples.

### 6.3 Non-competition

To the extent permitted by law, the Collaborator must not, and must not directly or indirectly allow anyone else to:

- (a) reverse assemble, reverse engineer or decompile any part of the Software;
- (b) develop, offer for use or sale any software which is used, intended for use or capable of being used for similar purposes to the Future Health Today Platform (**Competing Product**); or
- (c) be otherwise involved in any arrangement, agreement, undertaking or understanding related to the reverse engineering, reverse assembling or decompiling of the Software or the research, development, manufacturing, marketing promotion, use, offer for use or distribution of any Competing Product.

## 7. Confidential Information

- (a) When receiving Confidential Information, the Receiving Party must:
  - (i) keep all Confidential Information of the Disclosing Party confidential, unless strictly required otherwise by law;
  - (ii) limit access to those of its personnel reasonably requiring the Confidential Information on a strictly need to know basis;
  - (iii) not use any Confidential Information in any way other than for the Project or as otherwise contemplated by this Agreement without the prior written permission of the Disclosing Party;
  - (iv) ensure that all personnel to whom Confidential Information is disclosed are legally bound under the terms and conditions of their employment agreements or otherwise, to keep the Confidential Information confidential and not to use the Confidential Information except in relation to the subject matter of this Agreement; and
  - (v) to the extent legally permitted to do so, immediately notify the Disclosing Party of any disclosure required by law and, before making any such disclosure, provide the Disclosing Party with a reasonable opportunity to minimise the extent of such disclosure, including challenging the requirement or obtaining an order or ruling to preserve confidentiality.
- (b) Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:
  - (i) available to the public at or after the date of its disclosure to the Receiving Party otherwise than through the default of the Receiving Party;
  - (ii) properly in the possession of the Receiving Party otherwise than by prior confidential disclosure from the Disclosing Party;

- (iii) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure.
- (c) At the termination or expiration of this Agreement and upon the written request of the Disclosing Party, the Receiving Party must return to the Disclosing Party any documents originating from the Disclosing Party which embody Confidential Information.
- (d) The Receiving Party will not be required to delete or destroy any electronic back-up files that have been created solely by its automatic or routine archiving and back-up procedures, to the extent created and retained in a manner consistent with such procedures.
- (e) Where the Receiving Party is a university, each other party acknowledges the university's requirements under its policies and processes to retain and manage research data in accordance with the Australian Code for the Responsible Conduct of Research. Nothing in this Agreement will affect the operation of, or create any obligations contrary to, such policies or processes.

## **8. Privacy**

### **8.1 Compliance**

- (a) Each party will comply with the *Privacy and Data Protection Act 2014 (Vic)* as if it were an 'organisation' under that Act and all Privacy Laws in respect of any personal or health information held by each of them which they become aware of or have access to in connection with this Agreement.
- (b) The expression 'personal or health information' used in this clause 8 means personal information as defined in the *Privacy and Data Protection Act 2014 (Vic)* and 'health information' as defined in the *Health Records Act 2001 (Vic)*.
- (c) Where the Project involves any party processing personal information from people located in the European Union, and to the extent that UoM is a Data Controller and Collaborator is a Data Processor (as those terms are defined under the General Data Protection Regulation (EU) 2016/679 (**GDPR**)), UoM and the Collaborator shall negotiate in good faith and enter into a separate data processing agreement in respect of personal data arising from those monitoring activities.

### **8.2 Notice of Privacy Breach**

Each party will notify the other as soon as practicable after it becomes aware of an alleged or actual breach of an obligation under the Privacy Laws in connection with this Agreement and will, in relation to such alleged or actual breach:

- (a) provide the other party with all relevant documentation;
- (b) do all such things as may be reasonable to resolve such allegation or breach; and
- (c) keep the other party updated and informed about any developments.

## **9. Publication**

Collaborator must not release any Publications without UoM's prior written consent.

## **10. Conflict of Interest**

### **10.1 Warranty**

Each Collaborator warrants that, to the best of its knowledge as at the commencement of this Agreement, neither it nor its personnel have any actual, perceived or potential conflicts of interest in relation the Project.

### **10.2 Notification of a conflict of interest**

If during the Term the Collaborator becomes aware of any actual, perceived or potential conflict or there is any material change to a previously disclosed conflict of interest, the Collaborator agrees to:

- (a) notify UoM promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps that UoM reasonably requires to resolve or otherwise deal with the conflict.

## **11. Audit and Reporting**

- (a) Each Collaborator must provide to UoM such reports in respect of the Project and expenditure of Project Funding as may be specified in Item 6 of Schedule 1 and such other reports as may be reasonably requested by UoM.
- (b) UoM may, on reasonable written notice to the Recipient, audit the records of the Recipient that are directly relevant to the Recipient's compliance with this Agreement.

## **12. Risk and Liability**

### **12.1 Limitation of Liability**

- (a) The parties acknowledge that the Project is experimental in nature and as such, the outcomes of the Project and its ability to produce Project IP or Project Materials of any commercial value is not guaranteed or warranted by any party.
- (b) The parties each use the Project IP and any Project Materials at their own risk. UoM does not make any warranties regarding the Project, Project IP, Project Materials or any part thereof.
- (c) To the extent permitted by law, UoM has no liability whatsoever in respect of its participation in the Project or the development of any Project IP or Project Materials. Where UoM's liability cannot be lawfully excluded, it is limited at the option of UoM to re-performing the Project or part thereof, or paying relevant party the reasonable cost of having the Project or part thereof re-performed by another research provider.

### **12.2 Indemnity for breach**

- (a) Each Collaborator indemnifies UoM from and against any claims, demands, charges or expenses (including reasonable legal costs) (**Claim**) made against or incurred by UoM arising from a breach of this Agreement to the extent that such Claim was contributed to by such Collaborator.
- (b) The Collaborator's liability to indemnify UoM under this clause 12.2 will reduce proportionately to the extent to which such Claim is caused by or contributed to by UoM.

### **12.3 Insurance**

- (a) Each party shall obtain, pay for and maintain the following insurance for the duration of this Agreement:
  - (i) public liability and professional indemnity insurance cover appropriate and sufficient to cover the obligations, activities and liability of that party anticipated under the terms of this Agreement; and
  - (ii) workers' compensation insurance (covering any liability, loss, claim or proceedings whatsoever, whether arising by virtue of any law relating to workers' compensation insurance, employers' liability or accident compensation legislation, or at law, by any person employed by the party for the purpose of performing obligations of that party under this Agreement.
- (b) Each party must, if requested, provide the requesting party with details of the name of the applicable insurers and satisfactory evidence that the insurance policies referred to in this clause are current.
- (c) The existence of insurance cover as required under this clause shall not, in any way, limit the obligations or responsibilities of the parties under this Agreement.

## **13. Suspension and Reduction in Scope**

UoM may immediately suspend the performance of all or part of this Agreement, reduce the scope of the Project or reduce the amount of available Project Funding for any reason deemed reasonably necessary by UoM.

## **14. Termination**

### **14.1 Termination for convenience**

Either party may terminate this Agreement by written notice to the other party for convenience on no less than 30 days written notice.

### **14.2 Termination by UoM**

- (a) UoM may terminate the Collaborator's involvement in this Agreement with immediate or later effect by giving notice to the Collaborator if:
  - (i) the Collaborator is insolvent within the meaning of the *Corporations Act 2001* (Cth);
  - (ii) an application or order is made, or other steps are taken for the Collaborator's winding up or dissolution, or the Collaborator enters into an arrangement, for the benefit of its creditors or any of them;
  - (iii) an administrator is appointed over all or any of the Collaborator's assets or undertakings, or a controller within the meaning of section 9 of the *Corporations Act 2001* or similar officer is appointed to all or any of the Collaborator's assets or undertakings; or
  - (iv) the Collaborator is in breach of a material obligation of this Agreement and has failed to rectify that breach within twenty-one (21) days of written notice by UoM.

### **14.3 Consequences of Termination**

- (a) If this Agreement is terminated under this clause 14 the Collaborator must repay to UoM any portion of the Project Funding already paid to it that has not been spent or that has not been unavoidably committed for expenditure.
- (b) Except as expressly provided otherwise in this Agreement or agreed separately in writing signed by the parties, a party's licence to Background IP or Project IP owned or controlled by the other party will lapse.
- (c) Termination of this Agreement for whatever cause shall be without prejudice to any rights or obligations that have accrued and are owing prior to such termination, including but not limited to payments of money.
- (d) Clauses 6, 7, 8, 11, 12 and this clause 14.3(d) survive the expiration or termination of this Agreement along with any other provision which by its nature survives termination or expiration of this Agreement.

## **15. GST**

For the purposes of this clause 15, the value of taxable supply made by each party under this Agreement is as follows:

- (a) unless expressly stated to the contrary, the consideration to be provided for any taxable supply made by one party to the other under this Agreement has been calculated without regard to, and is exclusive of, GST;
- (b) the consideration referred to in paragraph 15(a) shall be increased by the amount of any GST;
- (c) the party receiving any payment for a taxable supply under this Agreement shall provide to the party making a payment for a taxable supply a tax invoice in respect of that payment; and
- (d) the party receiving any payment under this Agreement for a taxable supply shall do all things necessary (including, without limitation, registering with any required Government authority) to enable the party making a payment for a taxable supply to claim any credits or other benefits under the relevant law relating to GST.

## **16. Dispute Resolution**

- (a) If any dispute or difference arises in connection with this Agreement, then the parties involved in this dispute shall negotiate in good faith using their best endeavours to resolve the dispute

or difference. If the dispute or difference cannot be resolved in the first instance, the parties agree to refer the dispute to, in the case of UoM, the Deputy Vice-Chancellor (Research) and, in the case of each Collaborator, its Chief Executive Officer or equivalent officer, or their nominee.

- (b) Any Dispute which cannot be settled under clause 16(a) within a reasonable time must be referred for determination by a person appointed for that purpose by the parties and failing Agreement, appointed by the Chair of the Resolution Institute or the Chair's designated representative.
- (c) Any determination made under the above clause is binding on the parties and the *Commercial Arbitration Act 2011* (Vic) applies to the determination except to the extent otherwise agreed by the parties.
- (d) Nothing in this clause 16 will prevent a party from seeking urgent interlocutory relief.

## **17. Force Majeure**

No party will be liable for the consequences of any delays or failure to carry out the Project or provide the Project Deliverables where such delay or failure is due to any event beyond the party's reasonable control, including without limitation, acts of God, fire, flood, pandemic accident, terrorism, strike and riot.

## **18. Notices**

- (a) Notices must be in writing and signed by a duly authorised person.
- (b) Legal Notices must be sent to the party's address specified in the "Details for Legal Notices" in the Details Schedule in respect of that party.
- (c) All Notices other than Legal Notices must be sent:
  - (i) in the case of the University, to the Program Manager; or
  - (ii) in the case of the Collaborator, to the Project Representative.
- (d) Notices to or by a party are deemed to be given by the sender and received by the addressee as follows:
  - (i) if by hand, when delivered to the addressee;
  - (ii) if by domestic post, 3 Business Days from and including the date of postage;
  - (iii) if by international post, 10 Business Days from and including the date of postage; or
  - (iv) if by email, when an emailed notice is acknowledged by the recipient personally (that is, not by any automatically generated system email),provided that if by electronic transmission on a day which is not, or is after 5.00pm (addressee's time) on, a Business Day, then on the next Business Day.

## **19. General**

### **19.1 Governing Law**

This Agreement is governed by the laws of the State of Victoria, Australia. The parties submit to the jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts.

### **19.2 Entire agreement**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written representations and agreements.

### **19.3 Amendment**

This Agreement may only be amended in writing signed by the parties.

**19.4 Assignment**

A party must not assign, subcontract, novate or otherwise deal with any of its rights or obligations without the prior written consent of the other party.

**19.5 Relationship of the parties**

The parties are independent contracting parties. Nothing in this Agreement will make any party the agent, partner or legal representative of the other party.

**19.6 Waiver**

A party's failure to exercise, or delay in exercising, a right, power or remedy does not operate as a waiver of that right, power or remedy. To be effective, a waiver of a right, power or remedy must be in writing and signed by the authorised representative of the party granting the waiver.

**19.7 Severance**

If any provision is invalid or unenforceable, such provision will be deleted but only to the extent necessary and the remaining provisions will remain in full force and effect.

**19.8 Counterparts**

This Agreement may be executed in counterparts, each of which will be an original (and any electronic copy of the same will be deemed to be an original) and all executed counterparts will be taken together to constitute one document.

# Signing Page

## Executed as an Agreement

**Signed** for and on behalf of **The University of Melbourne**  
by its duly authorised representative in the  
presence of:



---

Signature of Authorised Person

Click to enter name

---

Name of Authorised Person (please print)

Click or tap to enter a date.

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Date

**Signed** for and on behalf of the

***PRACTICE NAME:***

by its duly authorised representative in the  
presence of:



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Signature of director / authorised officer

---

Signature of Witness

Click to enter name

---

Name of director / authorised officer (please print)

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Name of Witness

Click or tap to enter a date.

---

Date

# Schedule 1 – Agreement Details

## General

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<b>Item 1</b>	<b>The University of Melbourne (UoM)</b>	
The Parties	ABN:	84 002 705 224
	Details for Legal Notices:	Attention: Director of Major Initiatives, Contracts and Grants, Research, Innovation & Commercialisation Level 4, Alan Gilbert Building, 161 Barry Street, The University of Melbourne VIC 3010 <a href="mailto:ric-contracts@unimelb.edu.au">ric-contracts@unimelb.edu.au</a>
	Program Manager Name:	Siouxzy Morrison
	Program Manager Phone:	+61 3 9035 5440
	Program Manager Email:	<a href="mailto:siouxzy.morrison@unimelb.edu.au">siouxzy.morrison@unimelb.edu.au</a>
	<b>GENERAL PRACTICE NAME:</b>	
	ABN:	Click or tap here to enter ABN.
	Details for Legal Notices:	Address: Click or tap here to enter address
	Project Representative Name:	Enter name
	Project Representative Phone:	Enter phone number
	Project Representative Email:	Enter email

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<b>Item 2</b>	The date the last signatory signs	
Start Date		

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<b>Item 3</b>	30 June 2022	
End Date		

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<b>Item 4</b>	UoM	Dr Jo-Anne Manski-Nankervis (Co-lead)
Key Personnel (if any)		Dr Craig Nelson (Co-Lead)
		Warwick Strangward (Operations Manager)
		Sean Lo (Analyst Programmer)
		Siouxzy Morrison (Program Manager)
		Barbara Hunter (Qualitative researcher)
		Natalie Lumsden or Sophie Chima (Practice liaison)
	Collaborator	Practice Champion – Click or tap here to enter name or leave blank if not yet known

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# Project & Payment

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**Item 5**      **Title:** Future Health Today Project

**Project**

**Description:** Australia is experiencing increasing rates of chronic and complex physical health conditions. General practice is the first point of contact for patients with chronic conditions, yet there is a gap between the recommendations of evidence-based guidelines to detect, treat and manage these conditions effectively and that which is provided in practice. Future Health Today is an e-health software tool that improves GP capacity to diagnose, treat and manage chronic health conditions according to clinical practice guidelines. The tool integrates with GP software and audits patient data to identify patient groups that require follow up and provides specific guidance as to the next steps (e.g. tests, management and referral). The project is undertaken by The University of Melbourne in collaboration with Western Health.

**Each party's Role in Project:**

UoM

UoM will:

- be responsible for the initiation, conduct and management of the Project
- install the Future Health Today Platform in the practice and provide support for such users in connection with the use and functionality of the Future Health Today Platform
- conduct qualitative research (interview or focus group) with users to obtain feedback on their experience with the Future Health Today Platform
- update the Future Health Today Platform from time to time, at UoM's absolute discretion, to accommodate feedback provided during the course of the Project and other similar user-testing activities
- extract data from the Electronic Medical Record and/or the Future Health Today Platform to assist in the conduct of the Project
- conduct statistical analysis and write reports
- provide opportunities for education sessions/support on the conditions and quality improvement activities available in the Future Health Today platform
- Invite the collaborator to participate in additional research projects from time to time
- invite the collaborator to test/troubleshoot new or revised features, modules and implementation strategies
- undertake such other activities as are assigned to it or its Key Personnel and agreed in writing between the parties from time to time.

COLLABORATOR

Collaborator will ensure that its Key Personnel:

- Nominate a practice champion as the primary contact
- Participate in activation/training sessions
- Complete a survey twice per year regarding the Future Health Today Platform use
- Able to participate in ECHO and education sessions
- Able to participate in QI activities
- Use the Future Health Today Platform in planned (recall) and opportunistic clinical situations
- Share deidentified patient data via the GRHANITE® software tool by participating in the Data for Decisions research initiative (which is addressed in a separate agreement) OR share aggregate data from Future Health Today Platform for the purpose of research evaluation, benchmarking and technical quality assurance.

- Participate in twice yearly feedback and development sessions
- Undertake such other activities as are assigned to it or its Key Personnel and agreed in writing between the parties from time to time.

Item 6	Deliverable	Delivery Date
Project Deliverables (including reports) and Delivery Dates	Installation of the Future Health Today Platform	Upon execution of agreement
	Nomination of practice champion and participation in training	Within 2 months of the Future Health Today Platform installation
	Provide aggregate, de-identified data for research evaluation & benchmarking quarterly	Quarterly

Item 7	Payment No	Payment Date	Payment Amount (excluding GST)
Project Funding Payment Schedule	1	Successful installation & deployment of the Future Health Today Platform software	\$600

## Intellectual Property & Resources

Item 8 Background IP	UoM	<ul style="list-style-type: none"> <li>• Know-how and expertise of UoM personnel not in the public domain relevant to the research activities to be conducted under this Agreement; and</li> <li>• All Intellectual Property subsisting in the Future Health Today Platform</li> </ul>	
	Collaborator	<ul style="list-style-type: none"> <li>• None Specified</li> </ul>	
Item 9 Background Materials	UoM	<ul style="list-style-type: none"> <li>• All materials supplied by UoM to Collaborator in connection with the Future Health Today Platform</li> </ul>	
	Collaborator	<ul style="list-style-type: none"> <li>• None specified</li> </ul>	
Item 10 Resources	UoM	Cash	The amounts specified in Item 7 above
		In-kind	Not applicable
	Collaborator	Cash	Not applicable

## Special Conditions

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<b>Item 11</b>	The Collaborator must, and must ensure that each of its Personnel who has access to the Future Health Today Platform does, comply with the Future Health Today Platform Terms of Use set out in Annexure 1 (as updated from time to time).
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## Annexure 1 – Future Health Today Platform Terms of Use

These terms and conditions are between you and The University of Melbourne and govern your access to and use of the “Future Health Today Platform”. By registering for, accessing or using the Future Health Today Platform, you agree to be bound by and comply with these terms of use.

To access and use the Future Health Today Platform, you must be at least 18 years old and be an employee, director, officer or contractor of an organisation authorised by The University of Melbourne to install and use the Future Health Today Platform (**Authorised Organisation**).

### Your use of the Future Health Today Platform

Subject to the remainder of these Terms of Use, The University of Melbourne grants you a non-exclusive, non-sublicensable, non-transferable licence to use the Future Health Today Platform in connection with your employment or business relationship with your Authorised Organisation.

You agree that:

- any information provided by the Future Health Today Platform is relied on at your own risk. You must make your own independent assessment of any information provided by the Future Health Today Platform before suggesting a diagnosis or recommending or instituting a course of treatment. You and your Authorised Organisation are responsible for final decisions regarding the most appropriate diagnosis or course of treatment; and
- you will not disassemble, reverse engineer, modify, decompile or otherwise attempt to discover the source code, or underlying ideas or algorithms of the Future Health Today Platform or modify, adapt, translate, recast, alter, or create derivative works from the Future Health Today Platform or any portion of it, or provide or disclose any such information, or any portion of it to any third party, except to the extent that such activity is expressly permitted by law, or by prior written approval from The University of Melbourne (which approval may be conditioned, restricted, or denied at the sole discretion of The University of Melbourne).

### Intellectual Property

Nothing in these terms of use affects The University of Melbourne’s interests in the Future Health Today Platform. The University or its licensors own all rights in and to the Future Health Today Platform, including all rights resulting from intellectual activity whether capable of protection by state, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests. To the extent that you acquire any right, title or interest in or to the Future Health Today Platform, you assign to The University of Melbourne all such right, title and interest.

## **Liability**

To the extent permitted by law and except for in relation to any guarantee, right or remedy you may be entitled to under the Australian Consumer Law:

- all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or conferred by statute (other than the *Competition and Consumer Act 2010* (Cth) and the *Competition and Consumer Regulations 2010* (Cth)), custom or the general law that impose any liability or obligation on The University of Melbourne in relation to the Future Health Today Platform are expressly excluded under these terms of use; and
- The University of Melbourne has no liability to you or anyone else (including in negligence) for any type of loss, however incurred, in connection with your use of the Future Health Today Platform, which would exceed in aggregate an amount of \$10, including (without limitation) loss of profits, loss of revenue, loss of goodwill, loss of customers, loss of or damage to reputation, loss of capital, downtime costs, loss under or in relation to any other contract, loss of data, loss of use of data or any direct, indirect, economic, special or consequential loss, harm, damage, cost or expense (including legal fees). This limitation of liability does not apply to reasonably foreseeable loss or damage you may be entitled to compensation for under the Australian Consumer Law.

## **Australian Consumer Law**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

## **Indemnity**

You agree to indemnify us against all claims, demands, charges or expenses (including legal costs) made against or incurred by The University of Melbourne as a result of: (a) your breach of these terms of use; (b) your negligent or fraudulent act or omission; (c) your unauthorised, improper or unlawful use of the Future Health Today Platform; and (d) any third party's use of or access to your account, except to the extent to which such claims, demands, charges or expenses are caused or contributed to by The University of Melbourne.

## **Termination**

You or The University of Melbourne may terminate these terms of use at any time and for any reason by written notice. Upon termination, you must cease using the Future Health Today Platform. If these terms of use are terminated for any reason, the following sections of these terms of use, along with any of The University of Melbourne's rights that accrue on or before termination, will survive termination: "Intellectual Property", "Liability" and "Australian Consumer Law".

## **Assignment**

You must not assign these terms of use or a right under these terms of use unless you have the prior written consent of The University of Melbourne acting in its absolute discretion.

## **Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising that right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

## **Severance**

A term or part of a term of these terms of use that is illegal or unenforceable may be severed from these terms of use and the remaining terms or parts of the term of these terms of use continue in force.

## **Governing Law and Compliance**

You must comply with all laws applicable to your access and use of the Future Health Today Platform. If you access the Future Health Today Platform from outside Australia, you must comply with all laws in that country which apply to that access and use.

These terms of use and your use of the Future Health Today Platform are governed by the laws of the State of Victoria, Australia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia.

### **Changes to Terms of Use**

The University of Melbourne may change these terms of use by giving you notice. Your continued use of the Future Health Today Platform or Services following such notice, or non-cancellation of your account during the 30-day period following such notice, constitutes an agreement by you to be bound by the terms of use as varied.

### **How to Contact Us**

If you need to contact the University of Melbourne in connection with these Terms of Use, including in relation to any warranty against defects you may be entitled to under the Australian Consumer Law, you may do so with the following details:

The University of Melbourne: Future Health Today Program Manager, Department of General Practice, Faculty of Medicine, Dentistry and Health Sciences

Phone number: +61 3 9035 5440

Email address: [siouxzy.morrison@unimelb.edu.au](mailto:siouxzy.morrison@unimelb.edu.au)

# Future Health Today Research Trial Agreement

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<b>Date</b>	Click or tap to enter a date.
<b>Parties</b>	<b>The University of Melbourne</b> ABN 84 002 705 224 a body politic and corporate established in 1853 and constituted under the <i>University of Melbourne Act 2009 (Vic)</i> ( <b>UoM</b> )
<b>Collaborator</b>	<b>NAME OF MEDICAL GROUP / PRACTICE</b> Enter business name and ‘trading as’ name of practice  <b>ABN</b> Enter ABN <b>ADDRESS</b> Enter practice address
<b>Background</b>	A. UoM has received funding to develop a software platform to provide primary care clinical decision support, known as Future Health Today. The Future Health Today project is a joint collaboration between UoM and Western Health.  B. Collaborator has agreed to participate in the Future Health Today Project and to implement and contribute to the evaluation of the Future Health Today Platform. The parties agree to collaborate in accordance with the terms and conditions of this Agreement.

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## Operative Provisions

### 1. Defined terms & interpretation

#### 1.1 Defined Terms

**Agreement** means this agreement together with any schedules or annexures.

**Background IP** means Intellectual Property owned or controlled by a party, including Intellectual Property developed before or independently of this Agreement, which the party determines, in its sole discretion, to make available for the carrying out of the Project and includes the Intellectual Property described as such in Item 8 of Schedule 1 in respect of the party.

**Background Materials** means any physical materials (including any documents, samples or prototypes) owned or controlled by a party, including materials developed before or independently of this Agreement, which the party determines, in its sole discretion, to make available for the carrying out of the Project and includes those materials described as such in Item 9 of Schedule 1 in respect of the party.

**Business Day** means a day that is not a Saturday, Sunday or a University holiday as indicated on the University calendar as amended from time to time.

**Competing Product** has the meaning given to that term in clause 6.3(b).

**Confidential Information** means all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and any and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing party which the Disclosing party regards as confidential to it or which is evident by its nature or the manner of its disclosure to be confidential.

**Disclosing Party** means the party that is disclosing Confidential Information.

**End Date** means the date specified in Item 3 of Schedule 1.

**Future Health Today Platform** means the software platform that utilises data from electronic medical records (**EMRs**) to automate the detection of chronic disease and chronic disease risk and provides new opportunities for early intervention and evidence-informed management to improve health outcomes, and has been developed by UoM in collaboration with Western Health.

**Intellectual Property** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity, whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of this Agreement, including copyright, inventions, patent rights, trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature, together with any right to apply for registration or protection of such rights.

**Key Personnel** means, in respect of a party, the persons listed in Item 4 of Schedule 1 in respect of that party.

**Legal Notice** means a Notice under clause 5 (Subcontracting), clause 8.2 (Notice of Privacy Breach), clause 10 (Conflict of Interest), clause 14 (Termination), clause 16 (Dispute Resolution), clause 17 (Force Majeure), clause 19.3 (Amendment), clause 19.4 (Assignment), and clause 19.6 (Waiver).

**Notice** means any notice, demand, consent given or made under this Agreement.

**Personnel** means the employees, directors and officers of a party, and Students in respect of any party that is a university, involved in the conduct of the Project.

**Privacy Laws** means the *Privacy Act 1988* (Cth), the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic) and any approved privacy code or any other privacy laws that apply to either of the parties.

**Project** means the research and research related activities referred to in Background A and described in Item 5 of Schedule 1.

**Project Deliverables** means the reports and other materials described as such in Item 6 of Schedule 1.

**Project Funding** means the funding payable to UoM by Paul Ramsay Ancillary Fund Pty Ltd as trustee for Paul Ramsay Foundation for the purposes of conducting the Project.

**Project IP** means the Intellectual Property which is developed or discovered in the course of conducting the Project, including all Intellectual Property subsisting in any Project Materials, but excluding copyright in any Thesis.

**Program Manager** means the UoM personnel identified in Item 1 of Schedule 1 or otherwise appointed pursuant to clause 3(b).

**Project Materials** means all physical materials (including any documents, samples or prototypes) produced in the course of conducting the Project, excluding any Background Materials.

**Project Representative** means, in respect of a Collaborator, the person described as such in Item 1 of Schedule 1 in respect of that Collaborator.

**Publication** means an abstract, article, manuscript or paper, presentation at a conference or seminar, or other public disclosure, where such publication specifically discloses (wholly or partly) the actual project outputs, including any Project IP, Project Deliverables or Project Materials, and **Publish** is to be similarly construed

**Receiving Party** means the party that is receiving Confidential Information.

**Resources** means the cash payments and in-kind contributions to be provided by the parties for the Project, as set out in Item 10 of Schedule 1 but excludes Intellectual Property.

**Special Conditions** means such conditions as may be specified in Item 11 of Schedule 1.

**Start Date** means the date specified in Item 2 of Schedule 1.

**Student** means any student enrolled in a postgraduate degree by research at any party which is a university or higher education institution.

**Term** means the term specified in clause 2.

**Thesis** means any thesis or dissertation which is permitted or required to be submitted to a university by a Student in order to fulfil the university's requirements of their degree.

## 1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa and a reference to any gender includes all genders;
- (b) if a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- (c) any reference to:
  - (i) this Agreement means this document, including any schedules or annexures, as varied, novated or replaced from time to time;
  - (ii) a clause, paragraph, schedule, attachment or annexure is a reference to this Agreement, and a reference to this Agreement includes any schedule, attachment or annexure;
  - (iii) a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
  - (iv) AUD, A\$, \$A, dollar, or \$ is the Australian currency and all amounts payable under this Agreement are payable in Australian currency;
  - (v) a reference to time is to time in Melbourne, Australia;
  - (vi) a party includes its agents, employees, invitees, officers, permitted successors, transferees and assigns;
  - (vii) "writing" includes electronic transmission and any means of reproducing words in a tangible and permanently visible form;
  - (viii) a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
  - (ix) a legislation, statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements;
- (d) headings are for convenience only and do not affect interpretation;
- (e) "GST", "input tax credit", "recipient", "supply", "tax invoice" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (f) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (g) any word of limitation such as 'including', and any other similar expression, is to be read with the words 'but not limited to' immediately after; and
- (h) no rule of construction will apply to a clause to the disadvantage of a party merely because that party proposed the clause or would otherwise benefit from it.

## 2. Term

This Agreement will commence on the Start Date and will end on the End Date, unless extended or terminated earlier in accordance with this Agreement. For the avoidance of doubt, if the Start Date is

a specified date and this Agreement is entered into after such date, the terms of this Agreement will be effective from, and apply retrospectively to work carried out in relation to the subject matter of this Agreement on or after, such specified date.

### **3. Project**

- (a) Each party will:
  - (i) carry out the tasks within the Project allocated to it in accordance with this Agreement (including any Special Conditions) and all reasonable professional, scientific and ethical principles and standards, and where Key Personnel are specified, using such Key Personnel;
  - (ii) collaborate with the other parties to develop the Project Deliverables by the date(s) or frequency specified in Item 6 of Schedule 1;
  - (iii) provide the Resources that are required from each of them to conduct the Project as set out in Item 10 of Schedule 1; and
  - (iv) ensure that all necessary ethical, administrative and governmental approvals relating to the Project are in place before commencing the Project.
- (b) The Program Manager will oversee the conduct of the Project and the parties agree to comply with the reasonable directions of the Program Manager. If the Program Manager ceases to be available for the Project, the University will, in consultation with the Collaborator, appoint a replacement Program Manager to oversee the conduct of the Project.
- (c) The Collaborator must keep the University informed of the progress of the Project, and otherwise provide information relating to the conduct of the Project to the University upon the University's reasonable request, including findings and results

### **4. Payment Schedule**

- (a) UoM will pay each party at the times and in the amounts specified in Item 7 of Schedule 1 within thirty (30) days from the end of the month in which UoM receives a valid tax invoice from the relevant party.
- (b) The Collaborator agrees and acknowledges that the Project Funding for this Agreement is provided to UoM from Paul Ramsay Ancillary Fund Pty Ltd as trustee for Paul Ramsay Foundation and that:
  - (i) UoM has no obligation to distribute any Project Funding before it has received the funds from the Paul Ramsay Foundation; and
  - (ii) the Collaborator must do all things and provide all reasonable assistance to UoM to ensure that the University complies with all its obligations in relation to the funding arrangements with the Paul Ramsay Foundation.

### **5. Subcontracting**

- (a) The Collaborator must not sub-contract the performance of all or any part of its rights or obligations under this Agreement without the prior written consent of UoM acting in its absolute discretion.
- (b) The Collaborator must enter into a written agreement with each approved subcontractor which must include terms and conditions consistent with this Agreement.
- (c) The Collaborator who subcontracts remains fully responsible for the performance of all work provided under this Agreement and for all costs incurred with respect to its authorised subcontractor.

### **6. Intellectual Property and Materials**

#### **6.1 Background IP and Background Materials**

- (a) Each party:

- (i) agrees that it will not have any claim, ownership or interest in the other party's Background Intellectual Property; and
  - (ii) grants the other party a non-exclusive, royalty-free licence to use its Background Intellectual Property for the purpose of carrying out the Project, but for no other purpose.
- (b) During the Project a party (**Supplying Party**) may transfer Background Materials to another party (**Recipient Party**) to enable the Recipient Party to use those Background Materials for the purposes of the Project, but for no other purpose.
- (c) The Recipient Party:
- (i) must handle and use the Background Materials in compliance with all applicable legislation, regulations, codes and guidelines;
  - (ii) not reverse engineer, modify, or alter such Background Materials except as agreed by the parties to the extent necessary to enable the Recipient Party to undertake the Project;
  - (iii) must not use the Background Materials in any human body fluids, extracts of human tissues, human tissue in explant culture or human cells in cell culture, without the prior written consent of the Supplying Party;
  - (iv) must ensure that its personnel use the Background Materials only in accordance with the terms of this Agreement, and any relevant human subject consent and ethics approval (if applicable);
  - (v) acknowledges that the Background Materials are experimental in nature and may have defects, deficiencies and hazardous properties;
  - (vi) must, at the expiration or termination of this Agreement or otherwise upon the written request of the Supplying Party, at its own expense, return, transfer or dispose of (at Supplying Party's option) all remaining unused Background Materials in its possession, custody or control.
- (d) Before transferring Background Materials, the Supplying Party must notify Recipient Party if any of the Background Materials may have hazardous or unsafe properties, the nature of such properties and handling instructions, and must ensure that the Background Materials are appropriately labelled.
- (e) To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or conferred by statute, custom or the general law that impose any liability or obligation on the Supplying Party in relation to the Background Materials are expressly excluded under this Agreement.

## 6.2 Project IP & Project Materials

- (a) UoM owns the Project IP and all rights in any Project Materials and all such rights will vest in UoM immediately upon creation, and to the extent that any other party retains any rights in the Project IP or the Project Materials, such party hereby assigns all such rights to UoM.
- (b) UoM grants a royalty-free, non-transferable, non-exclusive licence to each other party to use the Project IP and Project Materials for the purpose of carrying out the Project, but for no other purpose.
- (c) Where Students are involved in the Project, the parties acknowledge and agree that all Students shall own copyright in their thesis.
- (d) Each Collaborator must at its own cost, if requested by UoM, do all things reasonably necessary to give effect to this clause 6.2(a).
- (e) Where Project Materials include human biological samples, the party collecting the samples (**Collecting Party**) must obtain appropriate express written consent from each human subject

(including whether the samples will be used for any future purpose other than the Project), and each Collaborator agrees to:

- (i) use such samples at all times in accordance with such express written consents and the *National Statement on Ethical Conduct in Human Research (2007) - Updated 2018*; and
- (ii) comply at all times with the reasonable directions of the Collecting Party regarding storage, monitoring and disposal of such samples.

### 6.3 Non-competition

To the extent permitted by law, the Collaborator must not, and must not directly or indirectly allow anyone else to:

- (a) reverse assemble, reverse engineer or decompile any part of the Software;
- (b) develop, offer for use or sale any software which is used, intended for use or capable of being used for similar purposes to the Future Health Today Platform (**Competing Product**); or
- (c) be otherwise involved in any arrangement, agreement, undertaking or understanding related to the reverse engineering, reverse assembling or decompiling of the Software or the research, development, manufacturing, marketing promotion, use, offer for use or distribution of any Competing Product.

## 7. Confidential Information

- (a) When receiving Confidential Information, the Receiving Party must:
  - (i) keep all Confidential Information of the Disclosing Party confidential, unless strictly required otherwise by law;
  - (ii) limit access to those of its personnel reasonably requiring the Confidential Information on a strictly need to know basis;
  - (iii) not use any Confidential Information in any way other than for the Project or as otherwise contemplated by this Agreement without the prior written permission of the Disclosing Party;
  - (iv) ensure that all personnel to whom Confidential Information is disclosed are legally bound under the terms and conditions of their employment agreements or otherwise, to keep the Confidential Information confidential and not to use the Confidential Information except in relation to the subject matter of this Agreement; and
  - (v) to the extent legally permitted to do so, immediately notify the Disclosing Party of any disclosure required by law and, before making any such disclosure, provide the Disclosing Party with a reasonable opportunity to minimise the extent of such disclosure, including challenging the requirement or obtaining an order or ruling to preserve confidentiality.
- (b) Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:
  - (i) available to the public at or after the date of its disclosure to the Receiving Party otherwise than through the default of the Receiving Party;
  - (ii) properly in the possession of the Receiving Party otherwise than by prior confidential disclosure from the Disclosing Party;
  - (iii) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure.

- (c) At the termination or expiration of this Agreement and upon the written request of the Disclosing Party, the Receiving Party must return to the Disclosing Party any documents originating from the Disclosing Party which embody Confidential Information.
- (d) The Receiving Party will not be required to delete or destroy any electronic back-up files that have been created solely by its automatic or routine archiving and back-up procedures, to the extent created and retained in a manner consistent with such procedures.
- (e) Where the Receiving Party is a university, each other party acknowledges the university's requirements under its policies and processes to retain and manage research data in accordance with the Australian Code for the Responsible Conduct of Research. Nothing in this Agreement will affect the operation of, or create any obligations contrary to, such policies or processes.

## **8. Privacy**

### **8.1 Compliance**

- (a) Each party will comply with the *Privacy and Data Protection Act 2014 (Vic)* as if it were an 'organisation' under that Act and all Privacy Laws in respect of any personal or health information held by each of them which they become aware of or have access to in connection with this Agreement.
- (b) The expression 'personal or health information' used in this clause 8 means personal information as defined in the *Privacy and Data Protection Act 2014 (Vic)* and 'health information' as defined in the *Health Records Act 2001 (Vic)*.
- (c) Where the Project involves any party processing personal information from people located in the European Union, and to the extent that UoM is a Data Controller and Collaborator is a Data Processor (as those terms are defined under the General Data Protection Regulation (EU) 2016/679 (**GDPR**)), UoM and the Collaborator shall negotiate in good faith and enter into a separate data processing agreement in respect of personal data arising from those monitoring activities.

### **8.2 Notice of Privacy Breach**

Each party will notify the other as soon as practicable after it becomes aware of an alleged or actual breach of an obligation under the Privacy Laws in connection with this Agreement and will, in relation to such alleged or actual breach:

- (a) provide the other party with all relevant documentation;
- (b) do all such things as may be reasonable to resolve such allegation or breach; and
- (c) keep the other party updated and informed about any developments.

## **9. Publication**

Collaborator must not release any Publications without UoM's prior written consent.

## **10. Conflict of Interest**

### **10.1 Warranty**

Each Collaborator warrants that, to the best of its knowledge as at the commencement of this Agreement, neither it nor its personnel have any actual, perceived or potential conflicts of interest in relation the Project.

### **10.2 Notification of a conflict of interest**

If during the Term the Collaborator becomes aware of any actual, perceived or potential conflict or there is any material change to a previously disclosed conflict of interest, the Collaborator agrees to:

- (a) notify UoM promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps that UoM reasonably requires to resolve or otherwise deal with the conflict.

## 11. Audit and Reporting

- (a) Each Collaborator must provide to UoM such reports in respect of the Project and expenditure of Project Funding as may be specified in Item 6 of Schedule 1 and such other reports as may be reasonably requested by UoM.
- (b) UoM may, on reasonable written notice to the Recipient, audit the records of the Recipient that are directly relevant to the Recipient's compliance with this Agreement.

## 12. Risk and Liability

### 12.1 Limitation of Liability

- (a) The parties acknowledge that the Project is experimental in nature and as such, the outcomes of the Project and its ability to produce Project IP or Project Materials of any commercial value is not guaranteed or warranted by any party.
- (b) The parties each use the Project IP and any Project Materials at their own risk. UoM does not make any warranties regarding the Project, Project IP, Project Materials or any part thereof.
- (c) To the extent permitted by law, UoM has no liability whatsoever in respect of its participation in the Project or the development of any Project IP or Project Materials. Where UoM's liability cannot be lawfully excluded, it is limited at the option of UoM to re-performing the Project or part thereof, or paying relevant party the reasonable cost of having the Project or part thereof re-performed by another research provider.

### 12.2 Indemnity for breach

- (a) Each Collaborator indemnifies UoM from and against any claims, demands, charges or expenses (including reasonable legal costs) (**Claim**) made against or incurred by UoM arising from a breach of this Agreement to the extent that such Claim was contributed to by such Collaborator.
- (b) The Collaborator's liability to indemnify UoM under this clause 12.2 will reduce proportionately to the extent to which such Claim is caused by or contributed to by UoM.

### 12.3 Insurance

- (a) Each party shall obtain, pay for and maintain the following insurance for the duration of this Agreement:
  - (i) public liability and professional indemnity insurance cover appropriate and sufficient to cover the obligations, activities and liability of that party anticipated under the terms of this Agreement; and
  - (ii) workers' compensation insurance covering any liability, loss, claim or proceedings whatsoever, whether arising by virtue of any law relating to workers' compensation insurance, employers' liability or accident compensation legislation, or at law, by any person employed by the party for the purpose of performing obligations of that party under this Agreement.
- (b) Each party must, if requested, provide the requesting party with details of the name of the applicable insurers and satisfactory evidence that the insurance policies referred to in this clause are current.
- (c) The existence of insurance cover as required under this clause shall not, in any way, limit the obligations or responsibilities of the parties under this Agreement.

## 13. Suspension and Reduction in Scope

UoM may immediately suspend the performance of all or part of this Agreement, reduce the scope of the Project or reduce the amount of available Project Funding for any reason deemed reasonably necessary by UoM.

## **14. Termination**

### **14.1 Termination for convenience**

Either party may terminate this Agreement by written notice to the other party for convenience on no less than 30 days written notice.

### **14.2 Termination by UoM**

- (a) UoM may terminate the Collaborator's involvement in this Agreement with immediate or later effect by giving notice to the Collaborator if:
  - (i) the Collaborator is insolvent within the meaning of the *Corporations Act 2001* (Cth);
  - (ii) an application or order is made, or other steps are taken for the Collaborator's winding up or dissolution, or the Collaborator enters into an arrangement, for the benefit of its creditors or any of them;
  - (iii) an administrator is appointed over all or any of the Collaborator's assets or undertakings, or a controller within the meaning of section 9 of the *Corporations Act 2001* or similar officer is appointed to all or any of the Collaborator's assets or undertakings; or
  - (iv) the Collaborator is in breach of a material obligation of this Agreement and has failed to rectify that breach within twenty-one (21) days of written notice by UoM.

### **14.3 Consequences of Termination**

- (a) If this Agreement is terminated under this clause 14 the Collaborator must repay to UoM any portion of the Project Funding already paid to it that has not been spent or that has not been unavoidably committed for expenditure.
- (b) Except as expressly provided otherwise in this Agreement or agreed separately in writing signed by the parties, a party's licence to Background IP or Project IP owned or controlled by the other party will lapse.
- (c) Termination of this Agreement for whatever cause shall be without prejudice to any rights or obligations that have accrued and are owing prior to such termination, including but not limited to payments of money.
- (d) Clauses 6, 7, 8, 11, 12 and this clause 14.3(d) survive the expiration or termination of this Agreement along with any other provision which by its nature survives termination or expiration of this Agreement.

## **15. GST**

For the purposes of this clause 15, the value of taxable supply made by each party under this Agreement is as follows:

- (a) unless expressly stated to the contrary, the consideration to be provided for any taxable supply made by one party to the other under this Agreement has been calculated without regard to, and is exclusive of, GST;
- (b) the consideration referred to in paragraph 15(a) shall be increased by the amount of any GST;
- (c) the party receiving any payment for a taxable supply under this Agreement shall provide to the party making a payment for a taxable supply a tax invoice in respect of that payment; and
- (d) the party receiving any payment under this Agreement for a taxable supply shall do all things necessary (including, without limitation, registering with any required Government authority) to enable the party making a payment for a taxable supply to claim any credits or other benefits under the relevant law relating to GST.

## **16. Dispute Resolution**

- (a) If any dispute or difference arises in connection with this Agreement, then the parties involved in this dispute shall negotiate in good faith using their best endeavours to resolve the dispute

or difference. If the dispute or difference cannot be resolved in the first instance, the parties agree to refer the dispute to, in the case of UoM, the Deputy Vice-Chancellor (Research) and, in the case of each Collaborator, its Chief Executive Officer or equivalent officer, or their nominee.

- (b) Any Dispute which cannot be settled under clause 16(a) within a reasonable time must be referred for determination by a person appointed for that purpose by the parties and failing Agreement, appointed by the Chair of the Resolution Institute or the Chair's designated representative.
- (c) Any determination made under the above clause is binding on the parties and the *Commercial Arbitration Act 2011* (Vic) applies to the determination except to the extent otherwise agreed by the parties.
- (d) Nothing in this clause 16 will prevent a party from seeking urgent interlocutory relief.

## **17. Force Majeure**

No party will be liable for the consequences of any delays or failure to carry out the Project or provide the Project Deliverables where such delay or failure is due to any event beyond the party's reasonable control, including without limitation, acts of God, fire, flood, pandemic accident, terrorism, strike and riot.

## **18. Notices**

- (a) Notices must be in writing and signed by a duly authorised person.
- (b) Legal Notices must be sent to the party's address specified in the "Details for Legal Notices" in the Details Schedule in respect of that party.
- (c) All Notices other than Legal Notices must be sent:
  - (i) in the case of the University, to the Program Manager; or
  - (ii) in the case of the Collaborator, to the Project Representative.
- (d) Notices to or by a party are deemed to be given by the sender and received by the addressee as follows:
  - (i) if by hand, when delivered to the addressee;
  - (ii) if by domestic post, 3 Business Days from and including the date of postage;
  - (iii) if by international post, 10 Business Days from and including the date of postage; or
  - (iv) if by email, when an emailed notice is acknowledged by the recipient personally (that is, not by any automatically generated system email),provided that if by electronic transmission on a day which is not, or is after 5.00pm (addressee's time) on, a Business Day, then on the next Business Day.

## **19. General**

### **19.1 Governing Law**

This Agreement is governed by the laws of the State of Victoria, Australia. The parties submit to the jurisdiction of the courts of the State of Victoria and any courts which may hear appeals from those courts.

### **19.2 Entire agreement**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written representations and agreements.

### **19.3 Amendment**

This Agreement may only be amended in writing signed by the parties.

**19.4 Assignment**

A party must not assign, subcontract, novate or otherwise deal with any of its rights or obligations without the prior written consent of the other party.

**19.5 Relationship of the parties**

The parties are independent contracting parties. Nothing in this Agreement will make any party the agent, partner or legal representative of the other party.

**19.6 Waiver**

A party's failure to exercise, or delay in exercising, a right, power or remedy does not operate as a waiver of that right, power or remedy. To be effective, a waiver of a right, power or remedy must be in writing and signed by the authorised representative of the party granting the waiver.

**19.7 Severance**

If any provision is invalid or unenforceable, such provision will be deleted but only to the extent necessary and the remaining provisions will remain in full force and effect.

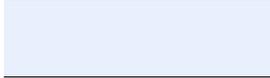
**19.8 Counterparts**

This Agreement may be executed in counterparts, each of which will be an original (and any electronic copy of the same will be deemed to be an original) and all executed counterparts will be taken together to constitute one document.

# Signing Page

## Executed as an Agreement

**Signed** for and on behalf of **The University of Melbourne**  
by its duly authorised representative in the  
presence of:



---

Signature of Authorised Person

Click to enter name

---

Name of Authorised Person (please print)

Click or tap to enter a date.

---

Date

**Signed** for and on behalf of the

**PRACTICE NAME:**

by its duly authorised representative in the  
presence of:



---

Signature of director / authorised officer

---

Signature of Witness

Click to enter name

---

Name of director / authorised officer (please print)

---

Name of Witness

Click or tap to enter a date.

---

Date

# Schedule 1– Agreement Details

## General

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<b>Item 1</b>	<b>The University of Melbourne (UoM)</b>	
The Parties	ABN:	84 002 705 224
	Details for Legal Notices:	Attention: Director of Major Initiatives, Contracts and Grants, Research, Innovation & Commercialisation Level 4, Alan Gilbert Building, 161 Barry Street, The University of Melbourne VIC 3010 <a href="mailto:ric-contracts@unimelb.edu.au">ric-contracts@unimelb.edu.au</a>
	Program Manager Name:	Siouxzy Morrison
	Program Manager Phone:	+61 3 9035 5440
	Program Manager Email:	<a href="mailto:siouxzy.morrison@unimelb.edu.au">siouxzy.morrison@unimelb.edu.au</a>
	<b>GENERAL PRACTICE NAME:</b>	
	ABN:	Click or tap here to enter ABN
	Details for Legal Notices:	Address: Click or tap here to enter address
	Project Representative Name:	Enter name
	Project Representative Phone:	Enter phone number
	Project Representative Email:	Enter email

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<b>Item 2</b>	The date the last signatory signs	
Start Date		

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<b>Item 3</b>	31 August 2022	
End Date		

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<b>Item 4</b>	UoM	Dr Jo-Anne Manski-Nankervis (Chief Investigator)
Key Personnel (if any)		Dr Craig Nelson (Chief Investigator)
		Warwick Strangward (Operations Manager)
		Sean Lo (Analyst Programmer)
		Siouxzy Morrison (Program Manager)
		Barbara Hunter (Qualitative researcher)
		Natalie Lumsden or Sophie Chima (Practice liaison)
	Collaborator	Practice Champion – Click or tap here to enter name or leave blank if not yet known

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# Project & Payment

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**Item 5**      **Title:** Future Health Today Project

Project

**Description:** Australia is experiencing increasing rates of chronic and complex physical health conditions. General practice is the first point of contact for patients with chronic conditions, yet there is a gap between the recommendations of evidence-based guidelines to detect, treat and manage these conditions effectively and that which is provided in practice. Future Health Today is an e-health software tool that improves GP capacity to diagnose, treat and manage chronic health conditions according to clinical practice guidelines. The tool integrates with GP software and audits patient data to identify patient groups that require follow up and provides specific guidance as to the next steps (e.g. tests, management and referral). The project is undertaken by The University of Melbourne in collaboration with Western Health.

**Each party's Role in Project:**

UoM

UoM will:

- be responsible for the initiation, conduct and management of the Project
- install the Future Health Today Platform in the practice and provide support for such users in connection with the use and functionality of the Future Health Today Platform
- conduct qualitative research (interview or focus group) with users to obtain feedback on their experience with the Future Health Today Platform
- update the Future Health Today Platform from time to time, at UoM's absolute discretion, to accommodate feedback provided during the course of the Project and other similar user-testing activities
- extract data from the Electronic Medical Record and/or the Future Health Today Platform to assist in the conduct of the Project
- conduct statistical analysis and write reports
- provide opportunities for education sessions/support on the conditions and quality improvement activities available in the Future Health Today Platform
- undertake such other activities as are assigned to it or its Key Personnel and agreed in writing between the parties from time to time.

COLLABORATOR

Collaborator will ensure that its Key Personnel:

- Nominate a practice champion as the primary contact
- Participate in activation/training sessions
- Participate in interviews/focus groups/surveys as required
- Participate in education and at least one quality improvement activity
- Use of the Future Health Today Platform by at least one GP and one practice nurse/practice manager in planned and opportunistic clinical situations, including for the provided accredited quality improvement activity/ies
- Share deidentified patient data via the GRHANITE® software tool by participating in the Data for Decisions research initiative (which is addressed in a separate agreement)
- Share aggregated patient data collected from the Future Health Today Platform for the purposes of research evaluation and benchmarking

- Participate in twice yearly feedback and development sessions
- Undertake such other activities as are assigned to it or its Key Personnel and agreed in writing between the parties from time to time.

Item 6	Deliverable	Delivery Date
Project Deliverables (including reports) and Delivery Dates	Installation of the Future Health Today Platform	Upon execution of agreement
	Nomination of practice champion and participation in training	Within 2 months of the Future Health Today Platform installation
	Participation in interviews & focus groups by consenting practice staff	During 12-month trial period
	Undertake one quality improvement activity	During 12-month trial period
	Provide aggregate, de-identified data for research evaluation & benchmarking quarterly	Quarterly

Item 7	Payment No	Payment Date	Payment Amount (excluding GST)
Project Funding Payment Schedule	1	Successful installation & deployment of the Future Health Today Platform software	\$1,125
	2	The date on which the Project has been completed and all deliverables and other requirements have been met have been met to UoM's reasonable satisfaction.	\$1,125

## Intellectual Property & Resources

Item 8	UoM	<ul style="list-style-type: none"> <li>• Know-how and expertise of UoM personnel not in the public domain relevant to the research activities to be conducted under this Agreement; and</li> </ul>
Background IP		

			<ul style="list-style-type: none"> <li>All Intellectual Property subsisting in the Future Health Today Platform</li> </ul>
	Collaborator		<ul style="list-style-type: none"> <li>None Specified</li> </ul>
<b>Item 9</b> Background Materials	UoM		<ul style="list-style-type: none"> <li>All materials supplied by UoM to Collaborator in connection with the Future Health Today Platform</li> </ul>
	Collaborator		<ul style="list-style-type: none"> <li>None specified</li> </ul>
<b>Item 10</b> Resources	UoM	Cash	The amounts specified in Item 7 above
		In-kind	Not applicable
	Collaborator	Cash	Not applicable
		In-kind	Not applicable

## Special Conditions

<b>Item 11</b>	The Collaborator must, and must ensure that each of its Personnel who has access to the Future Health Today Platform does, comply with the Future Health Today Platform Terms of Use set out in Annexure 1 (as updated from time to time).		
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## Annexure 1– Future Health Today Platform Terms of Use

These terms and conditions are between you and The University of Melbourne and govern your access to and use of the “Future Health Today Platform”. By registering for, accessing or using the Future Health Today Platform, you agree to be bound by and comply with these terms of use.

To access and use the Future Health Today Platform, you must be at least 18 years old and be an employee, director, officer or contractor of an organisation authorised by The University of Melbourne to install and use the Future Health Today Platform (**Authorised Organisation**).

### Your use of the Future Health Today Platform

Subject to the remainder of these Terms of Use, The University of Melbourne grants you a non-exclusive, non-sublicensable, non-transferable licence to use the Future Health Today Platform in connection with your employment or business relationship with your Authorised Organisation.

You agree that:

- any information provided by the Future Health Today Platform is relied on at your own risk. You must make your own independent assessment of any information provided by the Future Health Today Platform before suggesting a diagnosis or recommending or instituting a course of treatment. You and your Authorised Organisation are responsible for final decisions regarding the most appropriate diagnosis or course of treatment; and
- you will not disassemble, reverse engineer, modify, decompile or otherwise attempt to discover the source code, or underlying ideas or algorithms of the Future Health Today Platform or modify, adapt, translate, recast, alter, or create derivative works from the Future Health Today Platform or any portion of it, or provide or disclose any such information, or any portion of it to any third party, except to the extent that such activity is expressly permitted by law, or by prior written approval from The University of Melbourne (which approval may

be conditioned, restricted, or denied at the sole discretion of The University of Melbourne).

### **Intellectual Property**

Nothing in these terms of use affects The University of Melbourne's interests in the Future Health Today Platform. The University or its licensors own all rights in and to the Future Health Today Platform, including all rights resulting from intellectual activity whether capable of protection by state, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests. To the extent that you acquire any right, title or interest in or to the Future Health Today Platform, you assign to The University of Melbourne all such right, title and interest.

### **Liability**

To the extent permitted by law and except for in relation to any guarantee, right or remedy you may be entitled to under the Australian Consumer Law:

- all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or conferred by statute (other than the *Competition and Consumer Act 2010* (Cth) and the *Competition and Consumer Regulations 2010* (Cth)), custom or the general law that impose any liability or obligation on The University of Melbourne in relation to the Future Health Today Platform are expressly excluded under these terms of use; and
- The University of Melbourne has no liability to you or anyone else (including in negligence) for any type of loss, however incurred, in connection with your use of the Future Health Today Platform, which would exceed in aggregate an amount of \$10, including (without limitation) loss of profits, loss of revenue, loss of goodwill, loss of customers, loss of or damage to reputation, loss of capital, downtime costs, loss under or in relation to any other contract, loss of data, loss of use of data or any direct, indirect, economic, special or consequential loss, harm, damage, cost or expense (including legal fees). This limitation of liability does not apply to reasonably foreseeable loss or damage you may be entitled to compensation for under the Australian Consumer Law.

### **Australian Consumer Law**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### **Indemnity**

You agree to indemnify us against all claims, demands, charges or expenses (including legal costs) made against or incurred by The University of Melbourne as a result of: (a) your breach of these terms of use; (b) your negligent or fraudulent act or omission; (c) your unauthorised, improper or unlawful use of the Future Health Today Platform; and (d) any third party's use of or access to your account, except to the extent to which such claims, demands, charges or expenses are caused or contributed to by The University of Melbourne.

### **Termination**

You or The University of Melbourne may terminate these terms of use at any time and for any reason by written notice. Upon termination, you must cease using the Future Health Today Platform. If these terms of use are terminated for any reason, the following sections of these terms of use, along with any of The University of Melbourne's rights that accrue on or before termination, will survive termination: "Intellectual Property", "Liability" and "Australian Consumer Law".

### **Assignment**

You must not assign these terms of use or a right under these terms of use unless you have the prior written consent of The University of Melbourne acting in its absolute discretion.

### **Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising that right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that

or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

### **Severance**

A term or part of a term of these terms of use that is illegal or unenforceable may be severed from these terms of use and the remaining terms or parts of the term of these terms of use continue in force.

### **Governing Law and Compliance**

You must comply with all laws applicable to your access and use of the Future Health Today Platform. If you access the Future Health Today Platform from outside Australia, you must comply with all laws in that country which apply to that access and use.

These terms of use and your use of the Future Health Today Platform are governed by the laws of the State of Victoria, Australia and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia.

### **Changes to Terms of Use**

The University of Melbourne may change these terms of use by giving you notice. Your continued use of the Future Health Today Platform or Services following such notice, or non-cancellation of your account during the 30-day period following such notice, constitutes an agreement by you to be bound by the terms of use as varied.

### **How to Contact Us**

If you need to contact the University of Melbourne in connection with these Terms of Use, including in relation to any warranty against defects you may be entitled to under the Australian Consumer Law, you may do so with the following details:

The University of Melbourne: Future Health Today Program Manager, Department of General Practice, Faculty of Medicine, Dentistry and Health Sciences

Phone number: +61 3 9035 5440

Email address: [siouxzy.morrison@unimelb.edu.au](mailto:siouxzy.morrison@unimelb.edu.au)



**Future Health Today**

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