

THIS AGREEMENT is made the 26th day of August, 2015

BETWEEN

The Macfarlane Burnet Institute for Medical Research and Public Health Ltd ("Burnet")
AND

Persons listed in schedule 2
("the Recipient")

WHEREAS:-

- A. The Burnet is a Medical Research Institute.
- B. The parties propose to collaborate with each other, in relation to the Burnet's proposed research activities.
- C. In the course of such dealings, the Burnet will reveal to the Recipient certain confidential information.
- D. The Recipient has agreed that the Recipient shall use the confidential information so acquired from the Burnet only for the purposes of the said dealings, and will maintain confidentiality over the confidential information in accordance with this agreement.

IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

In this agreement, where the context permits, the following terms shall have the following meanings:-

"**confidential documentation**" means any documents in which all or any of the information is recorded, and includes Research Plans and Business Plans.

"**confidential information**" means any information, including information described in Schedule 1, acquired by the Recipient directly or indirectly from the Burnet, or any servant or agent of the Burnet except:-

- 1. Information which the Recipient can prove that it had already received, prior to receiving such information from the Burnet, where such receipt did not involve any breach of confidence.
- 2. Information which is placed into the public domain, other than as a result of any act or omission of the Recipient.

"**documents**" includes any method of recording information, whether electronically, magnetically or otherwise.

"**parties**" means the Recipient and the Burnet.

"**Research Plan,**" and "**Business Plan**" mean the documents respectively bearing those names and prepared by the Burnet in relation to its proposed research and business activities.

"**Schedule**" means the schedule to this agreement.

2. PROTECTION OF CONFIDENTIAL INFORMATION

At no time shall the Recipient directly or indirectly cause or permit any of the confidential information to be disclosed to any person other than:-

- 2.1 With the prior written consent of the Burnet;
- 2.2 As may be reasonably necessary for the purpose of the Recipient's dealings with the Burnet, subject to clause 3 of this agreement;
- 2.3 As may be reasonably necessary for the purpose of sharing information with the Recipient's employees and consultants (if any), subject to clause 4 of this agreement or
- 2.4 As may be required by law.

3. CONFIDENTIAL INFORMATION TRANSMITTED TO THIRD PARTIES

- 3.1 Before making any disclosure under clauses 2.1, 2.2, 2.3 or clause 5.1 of this agreement, the Recipient shall cause the person to whom the disclosure is to be made to enter into a confidentiality agreement with the Burnet, in a form acceptable to the Burnet.
- 3.2 Before making any disclosure as referred to in clause 3.1 the Recipient shall deliver to the Burnet the confidentiality agreement referred to in clause 3.1.
- 3.3 The recipient shall provide to the Burnet all such information and documentation as the Burnet may reasonably request in relation to the Recipient's compliance with this agreement.

4. EMPLOYEES AND CONSULTANTS

- 4.1 The Recipient shall take all steps reasonably necessary on the Recipient's part to ensure that the Recipient's employees and consultants (if any) comply with the provisions of clause 2 of this agreement, as if such employees and consultants were parties to this agreement.

5. SECURITY OF CONFIDENTIAL DOCUMENTS

- 5.1 The Recipient shall not allow any copy of the confidential documentation to be made unless:-
 - 5.1.1 the Burnet shall give written permission for such copying.
 - 5.1.2 The recipient maintains accurate records relating to the whereabouts of each such copy, and provides such records to the Burnet upon request.
- 5.2 The Recipient shall not make any copy of the whole or any part of any of the confidential documentation, other than as may be strictly necessary in order to further the dealings between the Recipient and the Burnet except as may be reasonably necessary for the purpose of sharing information with the recipient's employees and consultants, subject to clause 4 of this agreement.

5.3 The Recipient shall deliver to the Burnet all of the confidential documentation, upon the written request of the Burnet.

5.4 Where any confidential information is recorded electronically and/or magnetically by the Recipient, the Recipient's obligations under clause 5.3 of this agreement shall be satisfied by the Recipient providing evidence to the Burnet that such recording has been destroyed and/or erased.

6. INJUNCTION

The Recipient acknowledges that damages would not be a sufficient remedy for a breach of this agreement, and that an injunction would be an appropriate remedy in relation to such breach.

7. APPLICABLE LAW AND JURISDICTION

7.1 This agreement shall be governed by the Laws of Victoria, Australia.

7.2 The parties submit to the jurisdiction of the Courts of Victoria in relation to any dispute arising under this agreement.

8. NOTICES

8.1 Any notice required or permitted to be given under this agreement shall be in writing and shall be delivered personally, sent by prepaid mail or sent by facsimile transmission, to the party to whom it is addressed at the address for the party mentioned in this agreement.

8.2 Any party may change its address for service by notice served upon the other parties to this agreement.

9. INTERPRETATION

In this agreement, unless the context otherwise requires:-

9.1 Expressions indicating the singular number shall be capable of indicating the plural number and vice versa.

9.2 Expressions indicating natural persons shall also be capable of indicating bodies corporate and vice versa.

9.3 Headings shall not form part of this agreement and shall not be relevant to the construction hereof.

9.4 In the event that any of the provisions of this agreement are unenforceable, then the other provisions of this agreement shall remain of full force and effect.

Duly executed for and on behalf of **The Macfarlane Burnet Institute for Medical Research and Public Health Ltd**

DATED this 26th day of August, 2015

by:

.....
Burnet Authorised Signatory (David Anderson)

.....
Witness

Confidential Information provided in the Burnet's Infectious Diseases Research Symposium, 26th August 2015

Professor Alan Landay, Rush University Medical Center
HIV and the microbiome: Lessons learned for therapeutic approaches

Associate Professor Edwina Wright, Alfred Health and Burnet Institute Shapeshifting: The science and practice of HIV prevention

Dr Andy Poubourios, Burnet Institute Vaccines for variable viral pathogens: Obstacles and advances

Professor Steve Graham, University of Melbourne and Burnet Institute Preventive therapy for TB: A post-2015 priority?

Associate Professor Mark Stoové, Burnet Institute New technologies and prevention innovation for HIV: The crucial role of integrated biomedical, clinical and public health field research

Associate Professor David Anderson, Burnet Institute Pushing the boundaries in point of care testing for resource-limited settings

Dr Minh Duc Pham, Burnet Institute Point-of-care CD4 testing in low-and-middle income countries: Current and future perspectives

Dr Nick Scott, Burnet Institute Modelling the combined impact of vaccines and antivirals on hepatitis C prevalence

Dr Marc Pellegrini, Walter and Eliza Hall Institute The bridge from preclinical models to clinical trials

Professor Guy Marks, University of Sydney TB control: Case-finding and cure

Dr Lachlan Gray, Burnet Institute HIV infection of the central nervous system

Dr Alex Thompson, University of Melbourne HCV, new drugs and what the future may hold

Professor Leann Tilley, University of Melbourne How artemisinin attack and how *P. falciparum* fights back

Dr Bridget Barber, Menzies School of Health Research and Burnet Institute Plasmodium knowlesi: Update on an emerging infection

Associate Professor Gilda Tachedjian, Burnet Institute Discovering new inhibitors for HIV treatment and prevention

Dr Suman Majumdar, Burnet Institute Tuberculosis drug-resistance: Drivers, dilemmas and future directions

Professor James Beeson, Burnet Institute Closing message