

Contributor Agreement

1. The Parties

THE UNIVERSITY OF ADELAIDE a body established pursuant to the provisions of the University of Adelaide Act 1971 (SA) of North Terrace, Adelaide South Australia 5005 (ABN 61 249 878 937) ('University'), procuring the services of the Joanna Briggs Institute.

Name: The Joanna Briggs Institute
Address: The Joanna Briggs Institute
Faculty of Health and Medical Sciences
The University of Adelaide
SA 5005, Australia

The Contributor:

The person detailed on item E of the schedule.

2. Intention

Both parties intend to be bound by the terms of this agreement.

3. Agreement

3.a The Offer

The University offers The Contributor the opportunity to undertake the research, review and writing of content under the terms of this Agreement (The Project).

3.b The Acceptance

The Contributor accepts the offer made by the University to undertake The Project under the terms of this Agreement.

4. Consideration

The University, through the Joanna Briggs Institute, agrees to pay The Contributor the set fee detailed in the schedule.

5. Legal Capacity

The Contributor represents and warrants to the University that he/she has full power and authority to enter into, perform and observe her/his obligations under this Agreement.

Terms of this Agreement

The parties agree to the following;

6. Interpretation

6.1 In this agreement, unless the contrary intention appears:

- a. words in the singular include the plural and words in the plural include the singular;

- b. words importing a gender include any other gender;
- c. words importing persons include a partnership and a body whether corporate or otherwise;
- d. where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- e. an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision;
- f. reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the State of South Australia and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- g. all references to clauses are to clauses in this Agreement, all references to 'Items' are to Items in the Schedule to this Agreement and any references to 'Schedule' are to the Schedule to this Agreement.

6.2 If there is any conflict or inconsistency between:

- a. the terms and conditions contained in the clauses of this Agreement and any part of the Schedule, then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency;
- b. the terms and conditions contained in the clauses of this Agreement and any part of the annexures (if any), then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency; and
- c. any part of the Schedule and any part of the annexures (if any), then the Schedule will prevail to the extent of the conflict or inconsistency.

6.3 The Contributor cannot assign his/her obligations, and agrees not to assign his/her rights, under this Agreement without, in either case, prior approval in writing from the University.

7. Funding

7.1 The University agrees, through the Joanna Briggs Institute, to pay the Funds to the Contributor in accordance with the payment schedule set out in Item D.

7.2 The funding to be contributed by the University and the Joanna Briggs Institute for the Project will not exceed the amount of Funds specified in Item D.

7.3 Without limiting its rights, the University, through the Joanna Briggs Institute, may at its discretion defer, reduce or not make a payment of Funds until the Contributor has performed all of its obligations that are required to be performed under this Agreement.

8. TAXES, DUTIES AND GOVERNMENT CHARGES

8.1 If the Contributor is required by law to pay Goods and Services Tax (GST) in Australia, the Contributor must issue the University, and the Joanna Briggs Institute with a tax invoice in accordance with the GST Act.

8.2 The Contributor warrants it is registered in accordance with the GST Act and agrees to remain registered during the Project Period.

8.3 If the Contributor is unable to or not required to register in accordance with the GST Act as stated in clause 8.2, the Contributor shall provide the University and the Joanna Briggs Institute with an ATO 'Statement by a supplier form'.

9. Conduct of the Project

9.1 In consideration of the provision of the Funds, The Contributor must:

- a. perform all aspects of the Project (including achieving the outcomes and objectives of the Project) as set out in Item A; and
- b. endeavor in good faith to ensure that all work undertaken under this Agreement is in support of the expected outcomes and objectives for the Program; and
- c. have, and will continue to have and to use, the skills, qualifications and experience to perform the Project in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with this Agreement; and
- d. provide the necessary resources to perform the Project and use those resources or services to perform the Project.

9.2 The Contributor agrees not to subcontract the performance of any part of the Project except to a subcontractor approved in writing by the University, through the Joanna Briggs Institute.

10. Liaison

10.1 The Contributor must liaise with and report to the Joanna Briggs Institute's Liaison Officer as reasonably required for the purposes of this Agreement.

10.2 Upon receipt of written notice, the Contributor must within the time-frame stipulated in the notice, or within a reasonable time-frame if no time-frame is stipulated in the notice, provide any information in relation to the Project requested by the Joanna Briggs Institute for the purposes of this Agreement, including monitoring and evaluation.

11 Project Material, Copyright and Intellectual Property Rights

11.1 Intellectual Property Rights mean all copyright and all rights in relation to inventions and discoveries (including patents), registered and unregistered trademarks, registered designs and circuit layouts, confidential information, process, know-how and trade secrets and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

11.2 Any Intellectual Property Rights created during the course of this Agreement will vest upon creation, in the University, through the Joanna Briggs Institute. ('Project Material')

11.3 The Contributor warrants that anything done by The Contributor in the course of the Project, including in developing the Reports, will not infringe the Intellectual Property Rights of any third party.

11.4 Intellectual Property Rights and title to, or in relation to, the University's material remains vested at all times in the University.

11.5 At the end of the Project Period or on the earlier termination of this Agreement, The Contributor must deliver a complete copy of the Project Material and all of the University material to the Joanna Briggs Institute, or deal with it as otherwise directed by the University or the Joanna Briggs Institute.

12. Records and Reports

12.1 The Contributor must keep comprehensive written records of the conduct of the Project including, without limitation, progress against the objectives and outcomes of the Project, the creation of Project Material and the method of the creation of Project Material including search strategies, references, source documents and protocols, and to make these available through the Joanna Briggs Institute, to the University.

12.2 Each Report must contain the information specified in Item C and must also include:

- a. detail on whether the objectives and outcomes of the Project are being achieved and if not, why not; and
- b. a completed version of the Project Material; and
- c. a detailed statement of receipts and expenditure in respect of the Funds.

12.3 The Final Report must contain the information specified in Item C and must also include a comprehensive report on whether the objectives and outcomes of the Project were achieved and if not, why not.

12.4 It is a condition of this Agreement that the Contributor has disclosed in writing to the University, through the Joanna Briggs Institute, prior to the execution of this Agreement, or if this Agreement has commenced, discloses in writing to the University, through the Joanna Briggs Institute, as soon as practicable after execution any litigation, arbitration, mediation, conciliation or proceeding whatsoever, or any matters relating to the commercial, technical or financial capacity of the Contributor that could have an adverse effect on the Contributor's ability to perform any of its obligations under this Agreement.

13. Negation of Employment, Partnership and Agency

13.1 The Contributor must not represent itself as being an employee, partner or agent of the University or The Joanna Briggs Institute, or as otherwise able to bind or represent the University or The Joanna Briggs Institute.

14. SUSPENSION AND TERMINATION

14.1 If:

- a. The University or the Joanna Briggs Institute is reasonably satisfied that the terms and conditions of this Agreement have not been complied with by The Contributor; or
- b. The University or the Joanna Briggs Institute is reasonably satisfied that The Contributor is unable or unwilling to satisfy the terms of this Agreement; or
- c. The University or Joanna Briggs Institute, by notice in writing, requests The Contributor to take action to meet a timeframe or perform an activity in accordance with this Agreement and, after 7 days from the date of the notice (or such longer period as is specified in the notice), The Contributor has failed to take such action; or
- d. The University or Joanna Briggs Institute is reasonably satisfied that any statement made by The Contributor is incorrect or incomplete in a way which would have affected the original decision to approve the Funds for the Project; or

- e. The University or Joanna Briggs Institute is not reasonably satisfied that the purposes and activities of The Contributor remain compatible with the objectives of the Project; or
- f. The Joanna Briggs Institute is reasonably satisfied that a Report given by The Contributor is not complete or accurate; or
- g. The Contributor becomes bankrupt or insolvent or is wound-up or suffers any execution against its assets having adverse effect on its ability to perform the Agreement; or
- h. The Contributor, by notice in writing given to The Joanna Briggs Institute, withdraws from this Agreement; or
- i. The University or the Joanna Briggs Institute considers it appropriate for any other reason;

The University or the Joanna Briggs Institute may, by written notice to The Contributor, terminate this Agreement or require The Contributor to immediately suspend dealings with the Project.

14.2 If this Agreement is terminated in accordance with clause 14.1, The University or the Joanna Briggs Institute will not be liable for any costs incurred by The Contributor.

14.3 Subject to clause 14.2, The University or Joanna Briggs Institute will not be obliged to pay any part of the Funds to The Contributor after the termination of this Agreement or during any period of suspension of this Agreement.

14.4 At the end of the Project Period or on the earlier termination of this Agreement, The Contributor must deliver a complete copy of the Project Material and all of the Joanna Briggs Institute Material to the Joanna Briggs Institute, or deal with it as otherwise directed by The University or the Joanna Briggs Institute.