

Master Collaboration Agreement

Parties

1. **The Walter & Eliza Hall Institute of Medical Research** ACN 004 251 423 of 1G Royal Parade, Parkville, Victoria, 3052 (**WEHI**)
2. **The University of Melbourne** ABN 84 002 705 224 of Parkville, Victoria 3010, a body politic and corporate pursuant to the provisions of the *University of Melbourne Act 2009 (Vic)* (**University**).

Introduction

The University and WEHI have a long-standing collaborative relationship and both parties are committed to advancing academic excellence in the field of genetic research.

The parties wish to build capacity in relation to genetically modified mice for the benefit of the research undertaken at both institutions as well as for the Australian research community. To this effect, the University will work closely with WEHI, who will make CRISPR Mice available for non-commercial use by the University.

The parties have agreed to work together to further these aims on the terms and conditions set out in this Agreement and each Accepted Research Request.

Operative clauses

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply in this Agreement and any Research Request:

Accepted Research Request means a Research Request accepted by WEHI in accordance with clause 3.1.

Agreed Discount means a 25% discount on the Agreed Rates for preparing the CRISPR Mice set out in a Research Request.

Agreed Rates means the costs and charges for preparing different specifications of CRISPR Mice, based on those set out in Schedule 2, as notified by WEHI to the University.

Agreement means this master collaboration agreement including the introduction, any schedules and any annexures.

Annual Fee means an annual fee of \$160,000 (inclusive of GST).

Background IP means Intellectual Property owned or controlled by a party, including but not limited to Intellectual Property developed prior to or independently of this Agreement or any Research Request, which the Party determines, in its sole discretion, to make available to the other party in connection with this Agreement or any Research Request.

Commencement Date means 1 March 2016.

Commercialisation in relation to Intellectual Property, means to manufacture, sell, hire or otherwise exploit a product or process, or to provide a service, incorporating that Intellectual Property, or to license or assign Intellectual Property to any third party to do any of those things.

Confidential Information means information that:

- (a) is by its nature confidential;
 - (b) is designated by the disclosing party as confidential; or
 - (c) the receiving party knows or ought to know is confidential;
- (a) and includes without limitation the terms of this Agreement, but does not include information that was in the public domain at the time of its disclosure or subsequently comes into the public domain otherwise than through breach by the receiving party;
- (b) came into the hands of the receiving party by lawful means and without breach of any obligation of confidentiality by any third party; or
- (c) was in fact known to the receiving party prior to its disclosure to that party.

CRISPR means clustered regularly interspaced short palindromic repeats gene edited constructs.

CRISPR Mice means mice which have been genetically modified and validated by WEHI based on the CRISPR specified in item 3 of an Accepted Research Request.

Default Event means a party:

- (a) is unable to pay its debts as they fall due, makes or commences negotiations with a view to making a general re-scheduling of its indebtedness, a general assignment, scheme of arrangement or composition with its creditors;
- (b) ceases to carry on business or disposes of the whole or a material part of its business other than to reconstruct or amalgamate while solvent on terms approved by the other (which approval will not be unreasonably withheld);
- (c) takes any corporate action or any steps are taken or legal proceedings are started for:
 - (1) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other party (which approval will not be unreasonably withheld); or
 - (2) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or of any of its revenues and assets; or
- (d) seeks protection or is granted protection from its creditors, under any applicable legislation.

Default Notice has the meaning given to that term in clause 9.1(b).

Delivery Date means each date for delivery of the CRISPR Mice, specified in item 5 of an Accepted Research Request.

Force Majeure means an act of God, strike, lockout or other interference with work, war (declared or undeclared), blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi governmental restraint, expropriation, prohibition, intervention, direction or embargo, unavailability or delay in availability of equipment or transport, inability or delay in obtaining governmental or quasi governmental approvals, consents, permits, licenses, authorities or allocations, and any other cause, whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of the party affected.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Initial Term means the period from the Commencement Date until the date 12 months from the Commencement Date.

Intellectual Property includes all copyright and neighbouring rights (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

Payment Date means each of:

- (a) 31 March 2016;
- (b) 30 June 2016;
- (c) 30 September 2016;
- (d) 31 December 2016.

Project IP means all data, research papers, test results, experiments, products and items giving rise to Intellectual Property rights created, developed or produced in relation to a Research Project, including any drawings, specifications, processes, techniques, samples, specimens, prototypes, designs, research and development results, and other technical and scientific information.

Research Fee means, in respect of a Research Request, the total amount payable by the University to WEHI for the supply of the CRISPR Mice in that Research Request, calculated using the Agreed Rates and applying the Agreed Discount.

Research Project means, in respect of a Research Request or an Accepted Research Request, the project of research and development work to be performed by the University, described in Item 2 of that Research Request or Accepted Research Request.

Research Request means a request submitted by the University to WEHI for the supply of CRISPR Mice, substantially in the form set out in Schedule 1.

Term has the meaning given to that term in clause 2.

1.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document and any Accepted Research Request, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (1) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (2) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (3) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (4) a clause or schedule is to a clause or schedule in this Agreement;
 - (5) an item is to an item in a Research Request or an Accepted Research Request;
 - (6) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (7) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) Wherever "include", "for example" or any form of those words or similar expressions is used, it must be construed as if it were followed by "(without being limited to)".
- (g) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.

2. Term

This Agreement will commence operation on the Commencement Date and, unless terminated under clause 9, shall remain in force until the later of:

- (a) the end of the Initial Term; or
- (b) the Delivery Date in the last Accepted Research Request accepted by WEHI before the end of the Initial Term,

(Term).

3. Research Request

3.1 Research Requests

- (a) During the Term, the University may submit a Research Request to WEHI, requesting that WEHI supply to the University CRISPR Mice for the purposes of the University conducting a Research Project.
- (b) Each Research Request must:
 - (1) specify no more than 1 CRISPR specification; and
 - (2) specify a Delivery Date of:
 - (A) 3 to 6 months for less complex CRISPR Mice (for example, a constitutive or complete knockout); or
 - (B) 6 to 12 months for more complex CRISPR Mice (for example, a conditional knockout).
- (c) WEHI may, acting reasonably:
 - (1) accept or reject the terms of a submitted Research Request, in whole or in part; and
 - (2) request variations to a submitted Research Request prior to accepting a Research Request.
- (d) WEHI is deemed to have accepted a Research Request if it does not reject the Research Request, in whole or in part within 10 Business Days of its receipt.
- (e) Each Accepted Research Request will be a separate contract between WEHI and the University comprising the executed Research Request and clauses 1 to 14 (inclusive) of this Agreement.

3.2 Other research activities

If the parties would like to engage in research pursuant to which WEHI would provide contributions other than CRISPR Mice, such activities will not form part of this Agreement and will be documented under a separate agreement between the parties.

4. CRISPR Mice

4.1 Preparation of CRISPR Mice

WEHI must:

- (a) perform its obligations in accordance with this Agreement, including so as to deliver the CRISPR Mice by each applicable Delivery Date;

- (b) perform its obligations under this Agreement with all due care and skill to the best of its knowledge and expertise;
- (c) ensure that all employees, agents and authorised subcontractors employed or engaged to perform its obligations under this Agreement are of the highest standard sufficient to enable WEHI to satisfy its obligations under this Agreement;
- (d) follow all reasonable instructions and directions given by the University from time to time; and
- (e) keep the University regularly informed of all matters relevant to the provision of the CRISPR Mice.

4.2 Subcontracting

WEHI must not subcontract the performance of all or any part of the work described in this Agreement without the prior written consent of the University. WEHI remains fully responsible for the performance of all work provided under this Agreement and for all costs incurred with respect to its authorised subcontractor.

4.3 Transport and delivery of, and risk in, CRISPR Mice

- (a) Transport of the CRISPR Mice will be organised by WEHI, at WEHI's cost.
- (b) Risk in the CRISPR Mice will transfer from WEHI to the University on the date that the CRISPR Mice are received by the University from WEHI.
- (c) In the unlikely event that the CRISPR Mice are not received by the University in a condition which would allow the University to use them for the relevant Research Project, the parties will negotiate in good faith to make arrangements for the preparation and delivery of replacement CRISPR Mice.

4.4 Use of CRISPR Mice

- (a) The University must only use the CRISPR Mice in connection with the Research Project specified in the relevant Accepted Research Request.
- (b) Without WEHI's prior written consent, the University must not provide the CRISPR Mice, or any material that is derived from or based upon the CRISPR Mice, whether or not progeny, and whether modified, or unmodified (**Derivative**), to any third party except to third parties involved with the relevant Research Project to the extent that they require that CRISPR Mice or Derivative for the purpose of that Research Project.
- (c) The University must keep the CRISPR Mice in a secure place so as to ensure that unauthorised persons do not have access to the CRISPR Mice.

4.5 Records and Accounts

- (a) Each party must keep accurate and complete records and accounts in respect of this Agreement. The records and accounts must be sufficient to enable a complete understanding of all expenditure by the party in relation to this Agreement, and all steps taken by the party in conducting this Agreement.

- (b) Each party must allow the other party, or a designee of the other party, full access to the records and accounts maintained by that party, in accordance with this clause 4.5 upon provision of reasonable notice.

5. Contributions and Payments

5.1 Annual Fee

In consideration of WEHI performing its obligations on the terms of this Agreement, and to enable it to engage a post-doctoral researcher and administrative assistant to assist in the preparation of CRISPR Mice, the University will pay to WEHI the Annual Fee in accordance with clause 5.2.

5.2 Research Fee

In addition to the Annual Fee, for each Accepted Research Request the University will pay to WEHI the Research Fee, which must be calculated using the Agreed Rates and applying the Agreed Discount.

5.3 Payment

- (a) WEHI will render a Tax Invoice to the University each Payment Date for one quarter of the Annual Fee and any Research Fees payable during the quarter (**Payment Invoice**).
- (b) The University must pay to WEHI the amount specified in a Payment Invoice within 30 days of receipt of that Payment Invoice.
- (c) The University is not required to pay any fees to WEHI for work performed after the last Payment Date (if, for example, the last Delivery Date is after that date).

5.4 Contributions

- (a) In consideration of the Annual Fee, WEHI agrees to provide to the University the CRISPR Mice in accordance with the terms of this Agreement, up to a maximum of **35** Accepted Research Requests during the Term.
- (b) For each Accepted Research Request in addition to **35** Accepted Research Requests during the Term:
- (1) WEHI may charge the University for reasonable costs it incurs to prepare such CRISPR Mice, provided that before accepting the Research Request WEHI advises the University of, and obtains the University's prior written consent to pay, such costs and expenses;
 - (2) WEHI will render a Tax Invoice to the University for such additional fees within 10 days of execution of the Accepted Research Request (**Additional Invoice**).
 - (3) The University must pay to WEHI the amount specified in an Additional Invoice within 30 days of receipt of that Additional Invoice.

5.5 GST

- (a) In this clause Agreement:

- (1) the expressions Consideration, GST, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to those expressions in the GST Act; and
 - (2) Supplier means any party treated by the GST Act as making a Supply under this Agreement.
- (b) Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with this Agreement are exclusive of GST.
 - (c) If GST is imposed on any Supply made under or in accordance with this Agreement, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment.
 - (d) Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with this Agreement.
 - (e) If this Agreement requires a party (the First Party) to pay for, reimburse, set off or contribute to any expense, loss or outgoing (Reimbursable Expense) suffered or incurred by the other party (the Other Party), the amount required to be paid, reimbursed, set off or contributed by the First Party will be the sum of:
 - (1) the amount of the Reimbursable Expense net of Input Tax Credits (if any) to which the Other Party is entitled in respect of the Reimbursable Expense (Net Amount); and
 - (2) if the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply,such that after the Other Party meets the GST liability, it retains the Net Amount.

6. Intellectual Property

6.1 Background IP

- (a) Each party agrees that it will not have any claim, ownership or interest in the other party's Background IP.
- (b) The University grants to WEHI a non-exclusive, royalty-free licence to use the University's Background IP for the purpose of performing its obligations under this Agreement or any Research Request, but for no other purpose.

6.2 Project IP

- (a) As between the parties, all rights, title and interests (including Intellectual Property rights) in the Project IP will vest automatically upon its creation in the University, unless agreed otherwise by the parties in writing.
- (b) WEHI must not make any claim asserting that it owns any right or interest in the Project IP, products, methods and techniques used, improved or developed in connection with the use of the CRISPR Mice by the University.

7. Insurance

7.1 Insurance

Each party must maintain insurances reasonably required in relation to all insurable risks associated with that party's obligations under this Agreement. Each party must, if requested by the other, provide confirmation of insurance cover certificates to that other party.

8. Confidentiality and Publication

8.1 Confidentiality

- (a) Subject to this clause, neither party may disclose any Confidential Information of the other party to any third party or use any Confidential Information other than for the purpose for which it was disclosed, except for disclosures:
 - (1) required by law or government authorities;
 - (2) to employees, students or financial or legal advisers on a need to know basis and provided they agree to be bound by obligations of confidentiality; or
 - (3) with the prior written consent of the other party.
- (b) Each party must ensure that its staff and students to whom Confidential Information is disclosed are bound by all necessary confidentiality undertakings to protect the rights of the other party.

8.2 Publication

- (a) If a party wishes to make a public statement or publication with respect to this Agreement or an Accepted Research Request, where that proposed public statement or publication contains Confidential Information of the other party, it will:
 - (1) forward a copy of the proposed public statement or publication to the other party and allow the other party reasonable time to comment on the statement or publication;
 - (2) comply with any reasonable request from the other party to remove the other party's Confidential Information from the statement or publication; and
 - (3) allow the other party 30 business days (or such further time as that party may reasonably require) to seek such legal protection of and Intellectual Property rights and/or material contained in the proposed public statement or publication as it considers necessary.
- (b) Neither party may use the other party's name or other indicia (including logos) without the prior written consent of that other party.

8.3 Thesis publication

The parties acknowledge that where a researcher who is actively involved in a Research Project requires the results of that Research Project to be published, in whole or in part, as part of their thesis for the award of a doctorate, that the results may be published on the following conditions:

- (a) the candidate owns copyright in the thesis;
- (b) the thesis may be distributed to the candidate's examiners, on a confidential basis; and
- (c) copies of the thesis will be maintained only in the "restricted" section of the library of the educational institution of which the candidate is a student for such period as is reasonable to obtain protection of the Project IP arising out of that Research Project and in accordance with the statutes and regulations of the educational institution.

9. Termination

9.1 Termination of this Agreement

- (a) A party may immediately terminate this Agreement by written notice to the other party if the other party suffers a Default Event.
- (b) A party may terminate this Agreement or an Accepted Research Request by notice to the Defaulting Party in writing (**Default Notice**):
 - (1) if the breach specified in the Default Notice is incapable of being remedied, immediately on provision of the Default Notice to the Defaulting Party; or
 - (2) if the breach specified in the Default Notice is capable being remedied and the Defaulting Party does not remedy that breach within **14** days after receipt of the Default Notice (**Rectification Period**), immediately following the expiration of the Rectification Period.
- (c) Unless otherwise agreed by the parties, upon termination or expiry of this Agreement for any reason, all Accepted Research Requests will terminate with immediate effect.

9.2 Consequences of termination or expiry

- (a) Upon termination or expiry of:
 - (1) this Agreement for any reason each party must immediately cease using the other party's Confidential Information and immediately return to the other party all Confidential Information of the other party or, if it is not capable of return, destroy it; and
 - (2) any Accepted Research Request for any reason each party must immediately cease using the other party's Confidential Information relevant to that Accepted Research Request and immediately return to the other party all Confidential Information of the other party relevant to that Accepted Research Request or, if it is not capable of return, destroy it.

provided that the other party is not required to delete or destroy any electronic back-up tapes or other electronic back-up files that have been created solely by their automatic or routine archiving and back-up procedures, to the extent created and retained in a manner consistent with its or their standard archiving and back-up procedures.

- (b) Expiry or termination of this Agreement (or any Accepted Research Request) will not affect the operation of any provision of this Agreement (and any Accepted Research Request) which by its nature survive termination or expiry of this Agreement (or any Accepted Research Request) including this clause 9.2 and clauses 1, 6, 8, 9.3, 10, 14 and this clause 9.2).

9.3 Rights prior to termination

Any termination of this Agreement or any Accepted Research Request will not affect the enforceability of any other obligations of a party or rights against a party accrued at that time.

10. Dispute Resolution

Prior to commencing legal proceedings, the parties will seek to resolve any dispute or difference arising from this Agreement and/or any Accepted Research Request in accordance with the following procedure:

- (a) the party claiming that a dispute exists shall notify the other party that a dispute exists and forthwith submit such dispute or difference to senior representatives of the parties for resolution; and
- (b) the parties shall without delay and in good faith attempt to resolve any dispute or difference which may arise between them in relation to this Agreement and/or any Accepted Research Request within **30** days of notification of the dispute.

11. Force Majeure

- (a) Where a party is unable, wholly or in part, by reason of Force Majeure, to carry out any obligation under this Agreement and/or Accepted Research Request, and that party:
 - (1) gives the other party prompt notice of that Force Majeure including reasonable particulars, and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
 - (2) uses all possible diligence to remove that Force Majeure as quickly as possible,that obligation is suspended so far as it is affected by Force Majeure during the continuance of that Force Majeure and that party shall be allowed a reasonable extension of time to perform its obligations.
- (b) If, after 30 days, the Force Majeure has not ceased, the parties shall meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution to the problem.

12. Notices

- (a) A notice, consent or other communication under this Agreement is only effective if it is in writing and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 3 working days after it is posted. If it is sent by fax, it is taken to have been received at the time indicated on the transmission report of the machine from which the fax was sent in its entirety to the fax number of the recipient. However, if transmission is completed after 5.00pm on a business day or is sent on a day that is not a business day, the message is taken to have been received at 8.00am on the next business day.
- (b) A person's address and fax number are those set out below, or as the person notifies the sender:

The Walter & Eliza Hall Institute of Medical Research

Address: 1G Royal Parade
ParkvilleVictoria3052
Fax number: (03) 9345 2616
Attention: Head, Business Development

The University of Melbourne

Address: The University of Melbourne, VIC 3010
Fax number: +61 3 9347 6739
Attention: Deputy Vice-Chancellor (Research)

13. Amendment and Assignment

13.1 Amendment

This Agreement can only be amended, supplemented, replaced or novated by another agreement signed by the parties.

13.2 Assignment

No party may assign its rights under this Agreement or an Accepted Research Request or sub-contract performance of obligations relevant to this Agreement or an Accepted Research Request without the consent of the other party. The other party shall not withhold its consent if the party wishes to assign or sub-contract to a related body corporate, or if the assignment is not adverse to the other party's interests and the assignee agrees to be bound to the other party.

14. General

14.1 Governing law

This Agreement and any Accepted Research Request are governed by the law in force in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria, and any Court that may hear appeals therefrom.

14.2 Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement and any Accepted Research Request.

14.3 Giving effect to this Agreement and any Accepted Research Request

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement and any Accepted Research Request.

14.4 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

14.5 Operation of this Agreement

- (a) This Agreement and each Accepted Research Request contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and each Accepted Research Request and has no further effect.
- (b) Any right that a person may have under this Agreement or any Accepted Research Request is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Agreement or any Accepted Research Request which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement or any Accepted Research Request enforceable, unless this would materially change the intended effect of this Agreement or any Accepted Research Request.

14.6 Relationship between the parties

The parties agree that:

- (a) the rights, duties, obligations and liabilities of the parties shall in every case, be several and not joint or joint and several;
- (b) in relation to each Research Project and Commercialisation, they do not carry on business in common with a view to joint profit and do not receive income jointly;
- (c) nothing contained in this Agreement or any Accepted Research Request constitutes any of them as joint venturer, agent, partner or trustee of any other of them, or

creates any agency, partnership, joint venture or trust for any purpose whatsoever;
and

- (d) a party does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other party.

14.7 Consents

Where this Agreement contemplates that a party may agree or consent to something (however it is described), the party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions,

unless this Agreement expressly contemplates otherwise.

14.8 Inconsistency with other documents

If this Agreement is inconsistent with any other document or agreement between the parties, including any Accepted Research Request, this Agreement prevails to the extent of the inconsistency.

14.9 Counterparts

This Agreement and any Accepted Research Request may be executed in counterparts.

14.10 Attorneys

Each person who executes this Agreement or any Accepted Research Request on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

14.11 No adverse construction

This Agreement, any Accepted Research Request, and any provision of this Agreement or any Accepted Research Request, is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

Schedule 1 – Form of Research Request

Research Request

This is a Research Request under the Master Collaboration Agreement between the Walter & Eliza Hall Institute of Medical Research (**WEHI**) and the University of Melbourne (**University**).

The terms of the Master Collaboration Agreement are incorporated into this Research Request by reference.

1.	Research Request Number	
2.	Research Project	
3.	CRISPR specification	
4.	Number of CRISPR Mice to a maximum of [insert]	
5.	Date of Delivery of CRISPR Mice	
6.	Research Fee	
7.	Special Conditions	

In accordance with clause 3.1 of the Master Collaboration Agreement, on execution of this Research Request:

- (a) WEHI accepts this Research Request on the same terms and conditions as the Master Collaboration Agreement;
- (b) this Research Request is a separate contract between WEHI and the University

Signed by a duly authorised representative of WEHI:

Name: _____

Date: _____

Witness: _____

Name of Witness: _____

Signed by a duly authorised representative of the University:

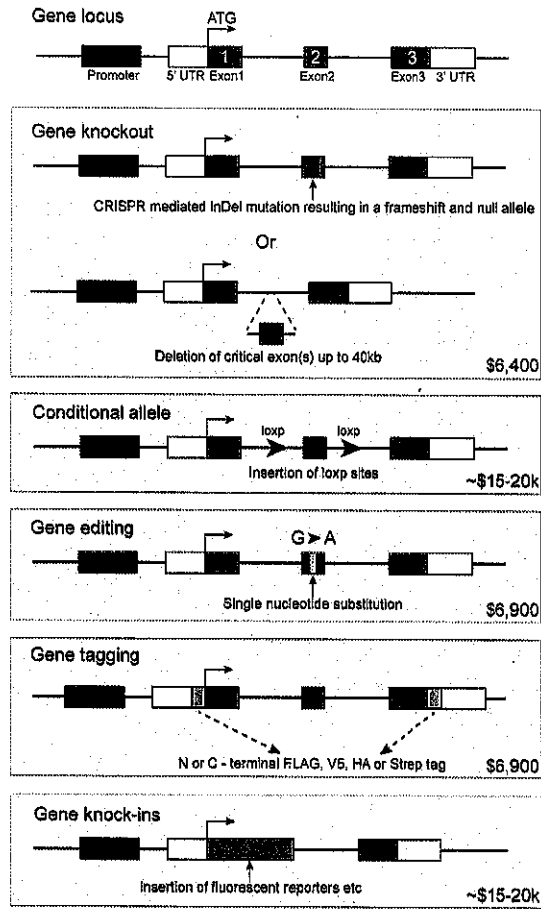
Name: _____

Date: _____

Witness: _____

Name of Witness: _____

Schedule 2 – Agreed Rates



Executed as an agreement.

Executed by The Walter & Eliza Hall Institute
of Medical Research

Authorised Representative

Name (please print)

Date

JULIAN CLARK

19/7/2016

Witness

Name (please print)

Date

Sheena Segbedza

19 July 2016

Executed by The University of Melbourne

Approved:

Authorised Representative

Professor Mark Hargreaves

Dean

Faculty of Medicine, Dentistry and Health Sciences

Date

22.7.2016

Witness

Name (please print)

Date

Lorraine Tadd

22.7.2016