

Terms and Conditions

1. *Website and Portal*

1.1 The Rebecca L Cooper Medical Research Foundation website ("website") and Online Application Management Portal ("portal") are published by The Rebecca L Cooper Medical Research Foundation Ltd ACN 002 705 222 in its capacity as the trustee of The Rebecca L Cooper Medical Research Foundation ("Foundation", "we" or "us").

1.2 The use of the website and/or the portal and any application made using the website or the portal is subject to these terms and conditions ("Terms and Conditions").

1.3 If an application is made to the Foundation using the website or the portal, both the applicant and the applicant's administering or supervising Institution ("you") agree to be bound by these Terms and Conditions.

1.4 If you do not accept these Terms and Conditions, you must refrain from using the website and the portal and from making any application to the Foundation using the website or the portal.

1.5 In these Terms and Conditions:

"Application" and "application" means any application for funding made to the Foundation;

"Award" means any funding, grant or other award made by the Foundation;

"Award Material" means all material created, provided or required to be provided as part of the Research, or for the purposes of the Award, and includes (without limitation) any material derived from such material and any documents, equipment, information or data stored by any means;

"Award Recipient" means the person to whom an Award is made;

"Institution" means any institution supervising an Award Recipient; and

"Research" means any research the subject of an Application.

2. *Content*

2.1 The Foundation may, at any time, add or remove content from the website and the portal without notice.

2.2 Any articles, information or content published on the website and the portal must be read subject to these Terms and Conditions.

2.3 Although the Foundation uses its best endeavours to confirm the accuracy of any information published on the website and the portal, you agree that the Foundation cannot be held responsible for inaccuracies or errors. You agree to make your own enquiries to verify information provided.

2.4 The information, materials and services in the website and the portal is provided for general information purposes only. It is current at the time of first publication. It is not legal or other

professional advice or intended to be comprehensive. You are responsible for determining the validity, quality and relevance of any information, material or service assessed and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements. You should report any error or omission in any information, material or service.

2.5 The Foundation will not be liable for any errors in content, or for any actions you take in reliance on them. You nor any other person may hold the Foundation liable for any delays, inaccuracies, errors or omissions in respect of such content, the transmission or delivery of such content or any loss or damage arising from any of them.

3. Your Use of the Website and the Portal

3.1 You agree to use the website and the portal only for purposes that are permitted by these Terms and Conditions, any applicable law or regulation and/or generally accepted practices or guidelines.

3.2 You agree that you will not engage in any activity that interferes with or disrupts the website or the portal or the servers and networks that host the website and the portal. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of the website and the portal or features that prevent or restrict use or copying of any content or enforce limitations on the use of the website and the portal or the content of the website or the portal.

3.3 You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

3.4 The Foundation may stop (temporarily or permanently) providing access to the website and the portal to you, or to any other person, at its discretion and without prior notice to you.

3.5 The Foundation may in its sole discretion restrict your access to the website and the portal. If the Foundation does this, you may be prevented from accessing all or parts of the website and the portal and the Foundation will not be liable to you or any third party for taking that action.

3.6 As electronic websites and portals are subject to interruption or breakdown, access to the website and the portal is offered on an "as is" and "as available" basis only.

3.7 The Foundation may impose limits or restrictions on the use you may make of the website and the portal. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms and Conditions, the Foundation may withdraw the website and the portal, or change or remove website or portal functionality at any time without notice to you.

4. Intellectual Property Rights

4.1 The Foundation's name and logo are the intellectual property of the Foundation.

4.2 You acknowledge that any intellectual property in the Foundation's name and logo are the property of the Foundation and that these remain the property of the Foundation and must not be used in any manner without the prior written consent of the Foundation. The Foundation's

intellectual property rights are protected by Australian and international laws and nothing in these Terms and Conditions gives you a right to use any of them.

4.3 Nothing contained on the website and portal is to be interpreted as a recommendation to use any information on the website and portal in a manner which infringes the intellectual property rights of any person. The Foundation makes no representations or warranties that your use of the information on the website and portal will not infringe such intellectual property rights.

4.4 You may view the website and portal and its contents for personal and non commercial use only and subject to the *Copyright Act 1968* (Cth) and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transmit, publish or display within another website or create derivative works from any part of the website or portal or commercialise any information obtained from any part of the website or portal without the prior written consent of the Foundation or, in the case of third party material, from the owner of the copyright in that material.

4.5 You may not modify or copy the layout or appearance of the website or portal nor any computer software or code contained in the website or portal, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the website and the portal.

4.6 If you correspond or otherwise communicate with the Foundation, you automatically grant to the Foundation an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on the website and portal.

5. *Links to other Websites*

5.1 The website and the portal may contain links to other website, content or resources, which are owned or operated by third parties. These linked website are not under the Foundation's control and the Foundation is not responsible for the operation, availability or contents of any linked website or any link contained in a linked website. The Foundation provides these links to you for convenience only and the inclusion of any link does not imply the Foundation's endorsement of the linked website. You access linked website at your own risk. Subject to any non-excludable rights, the Foundation disclaims all warranties, express and implied, as to the accuracy, value, legality or otherwise of any materials or information contained on linked website. You should carefully review the Terms and Conditions and privacy policies of all other party's website that you visit.

5.2 The Foundation reserves the right to prevent third parties from linking to the website and the portal.

6. *Secure Data and Transmissions*

6.1 Given the nature of the internet, the Foundation cannot guarantee that any data transmission is totally secure, free from viruses, fault or other conditions which could damage or interfere with

your computer systems and the Foundation does not warrant that your access to the website and the portal will be uninterrupted, error free or that any defects will be corrected. Whilst the Foundation and its third parties take precautions to protect information, the Foundation does not warrant and cannot ensure the security of any content or information you transmit via the website or portal. You therefore transmit to the website and the portal at your own risk. If you become aware of any problems with the security of the website, please contact us immediately.

6.2 You must take your own precautions to ensure that the process which you use to access the website and the portal or any website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, neither the Foundation nor any third parties will accept any responsibility for any interference or damage to your own computer system which arises in connection with your use of the website and the portal, any website or any linked website.

7. *Cookies*

7.1 A cookie is a small piece of text that is placed within the memory of a computer and can be later retrieved by web page servers. We use cookies to enhance your interaction and convenience with our website and portal and do not use cookies to record any personal information.

7.2 Cookies may be used on the website and portal to gather data in relation to the website and portal and you consent to this (although you may be able to disable cookies on your web browser).

7.3 Cookies may record information about your visit, including the type of browser and operating system you use, the previous site you visited, your server's IP address, the pages you access and the information downloaded by you. While this anonymous statistical data may be aggregated and used in broader statistical analysis by us and our web monitoring service provider to improve our services, at no time can we personally identify you as the source of that data.

8. *Use of Your Information and Material*

8.1 The Foundation appreciates any suggestions ("unsolicited ideas") you may have regarding ways in which the website and the portal may be improved or materials which may be added to the website and the portal. Any unsolicited ideas that you submit will not be regarded as confidential and will become the property of the Foundation. The Foundation may use, reproduce, disclose, publish, modify, adapt and transmit them to others, without restriction or any obligation to compensate you.

9. *Privacy Policy*

9.1 The Foundation respects your privacy and is committed to handling your personal information in accordance with the *Privacy Act 1988* (Cth) (the "Act").

9.2 This privacy policy explains how we manage your personal information that the Foundation collects about you. Please read this privacy policy before using the website or the portal or submitting any application to us or providing any personal information to us. By using the website or the portal, you are accepting the practices described in this privacy policy.

9.3 You are encouraged to review the privacy policy whenever you visit the website or the portal to make sure that you understand how any personal information you provide will be used.

9.4 Your personal information is not collected if you only browse the website or portal.

9.5 The Foundation may collect your personal information:

- (a) directly from you;
- (b) when you make any application to the Foundation;
- (c) when you agree to any application being made to the Foundation;
- (d) when you lodge any information via the website or the portal;
- (e) where you access and interact with the website or the portal; or
- (f) from other sources.

9.6 The information collected may include but not be limited to your name, personal particulars, mailing or residential address, telephone number, email address, research details, project information, application proposals and bank account particulars ("personal information").

9.7 If you choose not to provide us with your personal information, we may not be able to process your application or to fulfil one or more other purposes of collection of your personal information.

9.8 You acknowledge and consent that by providing your personal information to the Foundation that we may use and disclose your personal information for the purposes for which it was collected or for a related or ancillary purpose such as:

- (a) to facilitate and process any application you make to the Foundation;
- (b) to facilitate the supervision of any application made to the Foundation;
- (c) to carry out or respond to your requests;
- (d) for regulatory reporting and compliance with our legal obligations;
- (e) to various regulatory bodies and law enforcement officials and agencies to protect against fraud and for related security purposes;
- (f) the publication of any report;
- (g) the assessment of any application made to the Foundation;
- (h) to correspond or communicate with you;
- (i) for internal accounting and administration;
- (j) to our successors and/or assigns;
- (k) to provide offers that may be of interest to you; and
- (l) to better understand your preferences.

9.9 Any permitted handling of personal information under any exemptions under the Act will take priority over this Privacy Policy to the extent of any inconsistency.

- 9.10 You represent to us that where you provide personal information to us about another person, you are authorised to provide that information to us, and that you will inform that person who we are, how we use and disclose their information, and that they can gain access to that information;
- 9.11 While care is taken to protect your personal information on the website or the portal, unfortunately no data transmission over the Internet is guaranteed as 100% secure. Accordingly, we cannot ensure or warrant the security of any information you send to us or receive from us online. This is particularly true for information you send to us via email or submit to us via the website or the portal as we have no way of protecting that information until it reaches us.
- 9.12 From time to time it may be necessary for us to review and revise this Privacy Policy. We reserve the right to change our Privacy Policy at any time. Amendments or replacements of the Privacy Policy will be posted on the website.

10. Applications

- 10.1 By making an Application you agree to these Terms and Conditions and warrant that the Award Recipient and any Institution which supervises the Award Recipient agrees to these Terms and Conditions.
- 10.2 An Applicant for an Award must:
- be associated with a credentialed Australian research institution through which their application must be made;
 - be carrying out medical research within one of the Foundation's current nominated fields of research;
 - have a Doctor of Medicine degree, a post doctoral degree in a medical related field of science or such other qualification determined from time to time by the Foundation in its sole discretion; and
 - carry out the research outlined in the application in Australia.
- 10.3 An Award Recipient and the Award Recipient's Institution must use an Award for the purposes of carrying out the Research specified in the Award Recipient's Application.
- 10.4 An Award Recipient and the Award Recipient's Institution shall not use the Funds for the purposes of expenditure on any administrative costs associated with the Award or associated with any research conducted by the Award Recipient under the Award.
- 10.5 An Award Recipient and the Award Recipient's Institution must within the time demanded by the Foundation submit to the Foundation an acquittal report in the form prescribed by the Foundation particularising the manner in which an Award has been used in connection with the Research the subject of an Application.
- 10.6 The Award Recipient and the Award Recipient's Institution grants the Foundation a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right of sub licence) to use, reproduce, communicate, adapt and exploit the intellectual property rights in the Award Material for any Foundation purpose.

- 10.7 You agree that the Foundation has the right to use or publish any Application and any Award Material, Research or report the subject of an Application in whole or in part, as the Foundation in its absolute discretion may determine from time to time.
- 10.8 You agree that the Foundation may discard or otherwise deal with an Application in the Foundation's absolute discretion.
- 10.9 The Foundation reserves the right to publicise and report on any Application or Award. Without limiting the generality of its rights, the Foundation may do this by including general information about the Application, the Research, any relevant Institution, the Funds, title and a description of the Award in media releases, announcements, annual reports, the website and any other document published by the Foundation.
- 10.10 Any person who makes an Application, the Award Recipient and their Institution shall at all times indemnify the Foundation, its officers, employees and agents (in this clause referred to as 'those indemnified') from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person in respect of any infringement of intellectual property rights in the course of, or incidental to, an Application or the use or publication by the Foundation of any documents in connection with an Application.

11. Disclaimer

- 11.1 Each of Foundation, its directors, officers and employees make no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in the website and the portal or to its availability, functionality or performance, except as otherwise provided under any applicable law.
- 11.2 Each of Foundation, its directors, officers and employees do not accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside their control), which you may directly or indirectly suffer in connection with your use of the website or the portal or any linked website, nor do they accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, the website or the portal. To the maximum extent permitted by law, each of Foundation, its directors, officers and employees disclaim any such representations or warranties as to the completeness, accuracy or fitness for purpose of the website and the portal or the information that they contain.
- 11.3 The use of the information on the website and the portal is at your own risk. To the extent permitted by law, each of Foundation, its directors, officers and employees exclude all liability of any of them in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on the website and portal or provided through the website and portal. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, each of Foundation, its directors, officers and employees limit their liability to the re-supply of the relevant information or services.

11.4 You agree to indemnify each of Foundation, its directors, officers and employees and other persons involved in the creation of the website and portal from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of the website and portal, any information that you provide via the website or the portal or any damage that you may cause to the website or the portal. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy and trade mark infringement.

12. Governing Law and Jurisdiction

12.1 These Terms and Conditions are governed by and construed in accordance with the laws of New South Wales, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms and Conditions, which will continue in full force and effect. If you access the website or the portal in a jurisdiction other than New South Wales, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. The Foundation makes no representations that the content of the website and the portal complies with the laws of any country outside Australia.

13. General

13.1 These Terms and Conditions may be amended at any time without notice and your access to the website and to the portal may be terminated at any time without notice. Your continued use of either the website or the portal following such amendment of these Terms and Conditions will represent an agreement by you to be bound by the Terms and Conditions as amended. Where your access to the website or to the portal is terminated, all disclaimers and limitations of liability set out in these Terms and Conditions will survive. Reference to "website" includes the whole or any part of the web pages located on this webpage (including but not limited to any elements of design, underlying code, text, sounds, graphics, animated elements or any other content). Reference to "portal" includes the whole or any part of the portal (including but not limited to any elements of design, underlying code, text, sounds, graphics, animated elements or any other content).