

# HERC IP Framework – Variation Agreement for Multi-party Collaboration Agreement

## Details Schedule

Item	Parties	
1.	University A	University name: <i>[insert]</i> ABN: <i>[insert]</i> Address: <i>[insert]</i> Email: <i>[insert]</i> For attention of: <i>[insert]</i>
2.	University B	University name: <i>[insert]</i> ABN: <i>[insert]</i> Address: <i>[insert]</i> Email: <i>[insert]</i> For attention of: <i>[insert]</i>
3.	Collaborator A	Collaborator name: <i>[insert]</i> ABN: <i>[insert]</i> Address: <i>[insert]</i> Email: <i>[insert]</i> For attention of: <i>[insert]</i>
4.	Collaborator B	Collaborator name: <i>[insert]</i> ABN: <i>[insert]</i> Address: <i>[insert]</i> Email: <i>[insert]</i> For attention of: <i>[insert]</i>
<b>Details of the Agreement to be varied</b>		
5.	Description of the Agreement (clause 1.1)	<i>[Insert title of the Agreement.]</i>
6.	Date of execution of the Agreement	<i>[Insert the date the last party signed the Agreement.]</i>
<b>Details of the amendments</b>		
7.	Variation Date (clause 1.1)	<i>[If different from the date the last party signs this Variation Agreement, insert the date on and from which the parties agree that the Agreement is varied.]</i>
8.	Amendments (clause 2)	<i>[Insert details of the amendment(s) to the Agreement.</i> <i>If amending an existing clause of the Agreement, the parties should clearly describe the amendments being made, or insert the amended text of the relevant clause, with the changes easily identifiable (for example, by using track changes or red text for insertions and strike through text for deletions)).</i>  <i>If inserting a new clause into the Agreement, the parties should insert the new clause and clause number.</i>  <i>Alternatively, the parties can attach separate documentation that details the amendments. If this is the case, insert 'See document attached separately'.]</i>

## Operative provisions

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### 1. Definitions and interpretation

#### 1.1 Definitions

In this Variation Agreement, words and phrases defined in the Agreement have the same meaning when used in this Variation Agreement, except for the following definitions:

**Agreement** means the agreement described in item 5 of the Details Schedule, as varied.

**Details Schedule** means the schedule of details particular to this agreement and is set out at the beginning of this Variation Agreement.

**Variation Agreement** means this variation agreement and any schedules, annexures and attachments to it.

**Variation Date** means the date that the last party signs this agreement or as otherwise specified in item 7 of the Details Schedule.

#### 1.2 Interpretation

The interpretation clause in the Agreement applies to the interpretation of this Variation Agreement.

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### 2. Variations to the Agreement

The parties agree that, on and with effect from the Variation Date, the Agreement is varied in accordance with item 8 of the Details Schedule.

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### 3. Affirmation of the Agreement

- (a) The parties affirm in all other respects the terms and conditions in the Agreement as varied by this Variation Agreement.
  - (b) The Agreement, as varied by this Variation Agreement, comprises the entire agreement between the parties with respect to the subject matter of the Agreement.
  - (c) The parties acknowledge and agree that the Agreement, as varied by this Variation Agreement, is and continues to be in full force and effect.
  - (d) Nothing in this Variation Agreement affects or reduces in any way any rights that the parties may have in relation to the performance of the Agreement prior to the Variation Date.
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### 4. General

#### 4.1 Liability for expenses

Except as otherwise provided in this Variation Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Variation Agreement.

#### 4.2 Consideration under this Variation Agreement

The parties agree that each of them has received valuable consideration, including the ongoing benefit of the amended Agreement, for entering into this Variation Agreement. To the extent required to ensure this Variation Agreement is legally binding, each party also promises in consideration to pay \$1 to each other party on demand by that party.

#### 4.3 Counterparts

This Variation Agreement may be executed in any number of counterparts. All counterparts will collectively be taken to constitute one instrument.

#### 4.4 Governing law

The laws that govern the Agreement, and any process for management of disputes under the Agreement, apply to this Variation Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation.

#### **4.5 Entire agreement**

This Variation Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

# Signing page

Signed as an agreement.

Signed for and on behalf of the [Insert University A Name and ABN] by its duly authorised representative:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of authorised representative

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Date

Signed for and on behalf of the [Insert University B Name and ABN] by its duly authorised representative:

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Full name of authorised representative

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Date

Executed by **[Insert Collaborator A Name and ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

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Signature of director

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Full name of director who states that they are a director of **[Insert Collaborator A Name]**

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Date

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Signature of company secretary/director

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Full name of company secretary/director who states that they are a company secretary/director of **[Insert Collaborator A Name]**

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Date

Executed by **[Insert Collaborator B Name and ABN]** in accordance with section 127 of the *Corporations Act 2001* (Cth):

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Signature of director

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Full name of director who states that they are a director of **[Insert Collaborator B Name]**

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Date

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Signature of company secretary/director

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Full name of company secretary/director who states that they are a company secretary/director of **[Insert Collaborator B Name]**

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Date