

MEMORANDUM OF UNDERSTANDING

BETWEEN

The APEC Digital Hub for Mental Health, hosted at the University of British Columbia in collaboration with the University of Alberta and the Mood Disorders Society of Canada
(herein referred to as the “Host Institution”)

AND

The University of Melbourne, Australia
(herein referred to as the “University of Melbourne”)

This Memorandum of Understanding (MOU) is dated *5th Sept 2016* and sets forth the understanding of the **Host Institution** and the **University of Melbourne** (the Parties), with respect to how they will collaborate in support of the Hub’s mandate.

Section 1. Purpose

The Digital Hub is established under the authority of the APEC Life Sciences Innovation Forum (LSIF) Executive Board. The Hub’s mission is to enhance awareness, share information and experiences, develop customized curricula, and facilitate the identification and implementation of evidence and practice-based models in multi-stakeholder collaboration and public-private partnership for the APEC region that (A) strengthen mental wellness in support of sustainable economic growth and (B) best meet the needs of individual member economies, in alignment with established international best practices. The Hub serves as a regional incubator of new ideas and practices as well as the focal point in APEC’s work to strengthen mental health.

The Host Institution serves as the administrative and secretariat point of contact that supports the Digital Hub’s work, including its network of regional partner institutions (“Partners”). Administrative and secretariat support may include, but is not limited to coordinating activities related to the Hub, serving as the focal point for raising and distributing financial and in-kind resources, and receiving instructions from and reporting to the Advisory Board.

The University of Melbourne is a research and training institution committed to advancing mental wellness in Australia and across the Asia-Pacific. The University of Melbourne serves as a core partner of the Digital Hub. Digital Hub Partners provide advice and technical expertise to advance the Hub’s mission and align with the interests and needs of the Partner economy, as well as the resources, interests, and capacity of the Partners.

The Parties have a common interest in the strengthening of mental wellness across the APEC region. Both Parties recognize the Hub will support this objective by building, sustaining and actively promoting an interactive, web-based platform to facilitate the exchange of best practice models, assess specific interventions, and inform the launch of new pilot collaborations.

The Parties therefore endorse this MOU to facilitate collaboration in support of the Digital Hub.

Section 2. Collaboration Parameters

Activities to be undertaken by the Parties include any activities relating to the creation and operation of the Digital Hub. These may include, but are not limited to:

- Contributing to and shaping the overall vision of the Hub, including new and planned features and functionality; content; and operations.
- Nominating and/or contributing members for the Digital Hub's Advisory Board, Ad-Hoc Advisory Committees, and other governing and administrative committees and roles;
- Developing, submitting, and reviewing Hub content, including: evidence- and practice-based models of multi-stakeholder collaborations and public-private partnerships; profiles and analysis of evidence and practice-based models; interactive, virtual capacity-building modules and webinars (live and/or made available for repeat consumption); research projects, data, and results; and other content as applicable.
- The role of University of Melbourne's activities in Australia and elsewhere in the APEC economies as it relates to collaboration with the APEC Digital Hub may include providing technical expertise and advising APEC Digital Hub on best practices to address their strategic needs.

Section 3. Final Clauses

1. Representative

- a. During the Term, each Party shall nominate a representative who will be responsible for managing the relationship and coordinating the exchange of relevant information between the Parties.
- b. The representatives must consult with each other as required to review the operation of this MOU.
- c. A Party may change its representative by providing written notice to the other Party.

2. Confidential Information

- a. The Parties may exchange Confidential Information (including to employees of a Party) during the term of the MoU.
- b. The Parties must not disclose any Confidential Information without first obtaining the consent of the other Party in writing.
- c. The Parties agree to take reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorised access to or use of Confidential Information.

For the purposes of this clause ‘Confidential Information’ means information which is by its nature is confidential or is identified as confidential by either Party but does not include information which:

- may be required to be disclosed by law;
- is in the public domain other than by breach of this MOU; or
- has been independently developed or obtained by either Party.

3. Use of logos and trademarks

- a. Each party grants the other party a non-exclusive, royalty free licence during the term of this MOU to use each other’s logos and trademarks only for the purposes of this MOU.
- b. Each party will provide the other party with samples of all material bearing that party’s logo or trademark for approval before use.

4. Term of Agreement

- a. This MOU shall be effective for an initial period of 5 years, beginning from the date of mutual signature (**Term**). The Parties may renew this MOU in writing for such term as they may decide.
- b. This MOU may be terminated by either Party providing three (3) months written notice to the other Party.
- c. Any separate agreement entered into by the Parties (as set out under section 2) may survive termination or expiration of this MOU.

5. Funding

Nothing in this MOU obliges either Party to any commitment, whether financial or in-kind. Rather, this MOU is solely intended to provide a framework within which the Parties can work collaboratively in good faith to advance the policy objectives set forth herein. Parties may enter into discussions on resource requirements for specific projects carried out by the Hub.

6. Transparency and Openness

Work product and findings resulting from this collaboration are expected to be made available publicly, subject to applicable laws.

7. Mutual Understandings and Representations

- a. With the exception of clause 2 under Section 3, this MOU is a working document and is not intended to create binding legal obligations on the Parties, but instead to reflect their good faith intention to cooperate in achieving the shared goals outlined in this MOU. The Parties' participation in this collaboration through financial and possible in-kind contributions is voluntary, and is not made in exchange for any promise or undertaking regarding current or future business or benefit to the Parties or to any third party.
- b. No current or future business decisions by or on behalf of either Party, or associated third parties, will be influenced or affected by their contribution to or participation in this MOU, or any decision not to contribute or participate.
- c. Both Parties' contributions to or collaboration in this effort is contingent on sufficient progress being made in achieving the goals and objectives as specified herein. Any work or other activities outside the scope of this MOU shall require a separate written agreement signed by authorized representatives of both Parties.
- d. This MOU will be operated in accordance with all applicable laws, rules, and regulations of Canada and Australia. Both Parties agree to comply fully with all anti-corruption and anti-bribery laws of Canada and Australia, including but not limited to the U.S. Foreign Corrupt Practices Act. Both Parties will provide copies of any institutional policies relating to anti-corruption and anti-bribery on request.
- e. The Parties agree that before engaging in any cooperation that involves an exchange of resources, funding or the development or use of intellectual property the Parties will enter into a separate written agreement covering the relevant aspects of funding and obligations which will be binding on each Party.

8. Signatories

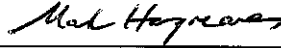
This MOU has been executed in duplicate originals by the undersigned duly authorized representatives of the Parties.

For the APEC Digital Hub



Name: Dr. Raymond W. Lam
Title: Executive Director, APEC Digital Hub;
Professor and Associate Head for Research,
Department of Psychiatry, University of
British Columbia
Date: 23/08/2016

For the University of Melbourne



Name: Professor Mark Hargreaves
Title: Dean, Medicine, Dentistry &
Health Services, the University of
Melbourne
X Date: 5th Sept 2016

