

# Agreement Charter

for

Conducting Trials / Research

Rylington Park



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## 1. Purpose

This Agreement Charter sets forth the terms and conditions under which the 'Researcher' will conduct trials at Rylington Park, owned and managed by the Shire of Boyup Brook (Shire).

## 2. Scope of Agreement

This agreement applies to all trials conducted by the Researcher at Rylington Park and outlines the responsibilities and obligations of both the Researcher and the Shire.

## 3. Duration of Trials

The Researcher shall specify the duration of each trial, including the start and end dates. Any changes to the trial duration must be communicated to and approved by the Shire in writing.

## 4. Compliance with Regulations

The Researcher agrees to comply with all applicable local, state, and federal regulations and guidelines related to the conduct of the trial.

## 5. Reporting and Findings

- (a) **Documentation of Findings:** The Researcher shall document all findings, results, and data collected during the trial.
- (b) **Submission of Findings:** The Researcher agrees to submit a comprehensive report of all findings, results, and data to the Shire within 30 days of the conclusion of the trial.
- (c) **Public Distribution:** The Shire reserves the right to distribute the findings, results, and data to the public. The Researcher acknowledges and agrees that the submitted findings will be made available for public distribution.

## 6. Confidentiality

- (a) **Researcher's Obligations:** The Researcher may request that certain proprietary or confidential information be withheld from public distribution. Such requests must be made in writing and are subject to approval by the Shire.
- (b) **Shire's Obligations:** The Shire will make reasonable efforts to respect confidentiality requests but reserves the right to disclose information that is deemed necessary for public interest or as required by law.

## 7. Intellectual Property

- (a) **Ownership:** The Researcher retains ownership of any intellectual property developed during the trial. However, the Shire shall have a perpetual, royalty-free licence to use the findings, results, and data for non-commercial purposes, including public distribution.

(b) **Attribution:** Any public distribution of the findings by the Shire will appropriately attribute the Researcher's contributions.

## 8. Liability and Indemnity

(a) **Liability:** The Researcher shall be responsible for any damages or losses incurred during the trial and shall indemnify and hold harmless the Shire from any claims arising out of the Researcher's activities at Rylington Park.

(b) **Insurance:** The Researcher is required to maintain adequate insurance coverage for the duration of the trial. Proof of insurance must be provided to the Shire upon request.

## 9. Termination

Either party may terminate this agreement with 30 days' written notice.

Upon termination, the Researcher must cease all trial activities and submit any findings collected up to the termination date.

## 10. Dispute Resolution

Any disputes arising out of or in connection with this agreement shall be resolved through negotiation between the parties. If a resolution cannot be reached, the dispute may be submitted to mediation or arbitration, as agreed by both parties.

## 11. Conclusion of Trial

At the conclusion of the trial the researcher is to ensure all materials used during the trial (fencing) has been removed and the land restored to its pre-trial state.

## 12. Signatures

By signing below, the parties agree to the terms and conditions set forth in this Agreement Charter.

Shire of Boyup Brook:

Researcher:

Name: \_\_\_\_\_  
(Committee Presiding Member)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_