

The University of Queensland FaBA Growth Hub Program Agreement

BACKGROUND

- A. The Enterprise has successfully applied to participate in the FaBA Growth Hub Program to further develop the Business.
- B. The Enterprise owns, or has the requisite rights to, the Intellectual Property in the Business.
- C. As part of the FaBA Growth Hub Program, UQ will provide the Services (as found in the Reference Schedule) to the Enterprise.
- D. The Enterprise (and the Nominated Participants) have agreed to fully participate in the FaBA Growth Hub Program.
- E. UQ and the Enterprise have agreed that UQ will provide the FaBA Growth Hub Program to the Enterprise, subject to the terms of this Agreement.

Signed on behalf of (the Enterprise) by an authorised representative:

(insert Enterprise name and ACN)

Signature of authorised representative

Name of authorised representative

Position (e.g. Director or Partner)

Date

SIGNATURE OF The University of Queensland's authorised representative responsible for the FaBA Growth Hub Program

NAME:

SIGNATURE:

DATE:

GENERAL CONDITIONS

1. INTERPRETATION

1.1. In this Agreement:

Agreement means these General Conditions, the Reference Schedule and any other document referred to in the Reference Schedule.

Business means the Enterprise's business described in the Reference Schedule.

Business IP means all Intellectual Property used in the Business.

Commencement Date means the date of commencement of the FaBA Growth Hub Program set out in the Reference Schedule.

Confidential Information means any non-public business or technical information, including future plans, that are disclosed to the Enterprise or a Nominated Participant as part of the FaBA Growth Hub Program by another participant, but not including information that is in the public domain, that the Enterprise or a Nominated Participant obtains from a third party who is not under an obligation of confidence, or that the Enterprise or a Nominated Participant independently develops without use of such information.

Eligibility Requirements means the Enterprise:

- has a registered ABN and ACN;
- has its registered office in, or is otherwise based in, Australia;
- has a business focused on scaling innovative food and/or beverage products;
- has a business with market traction and/or growth – either in the form of active users or in revenue/sales;
- has a business that has significant growth potential;
- has a business that has a defendable competitive advantage; and
- is strongly considering raising capital to facilitate growth,

and that at least one of the Nominated Participants is a director of the Enterprise.

Enterprise means the entity described in the Reference Schedule.

Intellectual Property means:

- (a) an invention or discovery, manner, method or process of manufacture;
- (b) patent, application for a patent, or right to apply for a patent;
- (c) drawing or design;

- (d) computer program;
- (e) copyright or other rights in the nature of copyright subsisting in any works, including written works and photographs;
- (f) circuit board layouts;
- (g) plant breeder's rights; and
- (h) trade secret, know-how, or right of secrecy or confidentiality in respect of any information or document.

FaBA Growth Hub Program and **Program** mean the program operated by UQ known as 'FaBA Growth Hub' where during the FaBA Growth Hub Program Term a process of idea generation, validation, product development, mentoring, pitching and other activities are undertaken in relation to a cohort of projects and businesses, including the Business.

FaBA Growth Hub Program Requirements means the requirements of the FaBA Growth Hub Program as described in the document entitled "*Program Overview*" and any additional documentation provided by UQ to the Enterprise and/or the Nominated Participants following the Commencement Date and which may be varied by UQ in UQ's absolute discretion from time to time.

FaBA Growth Hub Program Term means the period set out in the Reference Schedule commencing on the Commencement Date.

FaBA Growth Hub Premises means the premises located in UQ Ventures Studio, 80 Meiers Road Indooroopilly at UQ's Long Pocket campus, or such other premises as UQ may advise from time to time.

Mentors means persons independent of the Enterprise and Nominated Participants and experienced in entrepreneurship and/or associated relevant skills and nominated by UQ to provide independent advice.

Nominated Participant means one or more Nominated Participants (who are representatives of the Enterprise) as set out in the Reference Schedule.

Preliminary Enquiries means the following investigations, searches and specific enquiries which UQ may, in its absolute discretion, make to ensure the good character and reputation of the Enterprise and of those associated with the Enterprise and, in particular, the Nominated Participants which enquiries will be made by UQ with:

- (a) Queensland Police; and
- (b) In the event of the Enterprise already conducting the Business:
 - (i) which is licensed to sell alcohol, the Office of Liquor and Gaming Regulation; and

- (j) generally, the relevant local Council to ensure full compliance with any relevant food preparation, service and health requirements.

Reference Schedule means the document so described attached to these General Conditions.

Services mean the services described in the Reference Schedule.

UQ means The University of Queensland.

2. FABA GROWTH HUB PROGRAM

UQ agrees to provide the Services to the Enterprise during the FaBA Growth Hub Program Term. 2.2 The Enterprise acknowledges and agrees:

- (a) that the purpose of the FaBA Growth Hub Program is to facilitate the further development of the Business;
- (b) to adhere to the FaBA Growth Hub Program Requirements;
- (c) to continue to meet all of the Eligibility Requirements during the FaBA Growth Hub Program Term; and
- (d) to ensure that its Nominated Participants attend and fully participate in at least 90% of the provided workshops and accountability sessions scheduled by UQ.

3. BUSINESS

- 3.1 The Enterprise represents and warrants that all information contained in the Enterprise's application for the FaBA Growth Hub Program is complete and accurate, and is not intentionally misleading.
- 3.2 The Enterprise acknowledges that UQ has relied on the accuracy of the information contained in the Enterprise's application for the FaBA Growth Hub Program, in selecting the Enterprise to participate in the FaBA Growth Hub Program.
- 3.3 The Enterprise represents and warrants as at the date of this Agreement and continuously during the FaBA Growth Hub Program Term, that:
 - (a) the Enterprise solely owns all Business IP or has a license giving rights to use all Business IP for commercial purposes as required pursuant to this Agreement; and
 - (b) neither the Enterprise nor the Nominated Participants has entered (and they will not enter into) any transaction with respect to the Business IP that has the effect of avoiding its obligations to UQ under this Agreement or that is contrary to this Agreement.

- 3.4 The Enterprise must, both during this Agreement and after its termination, cooperate (and procure that the Nominated Participants also cooperate) with UQ and provide information to UQ as requested in relation to:
 - (a) the participation by the Enterprise and the Nominated Participants in the FaBA Growth Hub Program;
 - (b) the Business; and
 - (c) any other matter reasonably requested by UQ.
- 3.5 The Enterprise gives permission (and must procure that the Nominated Participants also give their permission) for UQ to use the name, photographs or video of the Enterprise and Nominated Participants and information in relation to the Business in advertising and promotional materials and for reporting purposes.
- 3.6 The Enterprise agrees not to make (and agrees to ensure that the Nominated Participants do not make) any public statement regarding UQ or the FaBA Growth Hub Program without the prior written consent of UQ.
- 3.7 The Enterprise must procure that the Nominated Participants will develop and provide to UQ such material as required by UQ in relation to their experience of the FaBA Growth Hub Program for the purposes of FaBA Growth Hub promotion.
- 3.8 The Enterprise must not (and must ensure that the Nominated Personnel do not) use the name or branding of FaBA Growth Hub, or UQ without their prior written consent .
- 3.9 During participation in the FaBA Growth Hub Program, third parties (including, but not limited to, other participants in the FaBA Growth Hub Program) may disclose Confidential Information to the Enterprise or Nominated Participants which has a unique value to them and may be the basis of applications for patents.
- 3.10 The Enterprise acknowledges that the owner of such Confidential Information may:
 - (a) be prejudiced;
 - (b) be precluded from being granted patents; and
 - (c) suffer financial loss,by any unauthorised disclosure or authorised use of the Confidential Information.
- 3.11 The Enterprise must:
 - (a) ensure all Confidential Information that is disclosed to the Enterprise or Nominated Participants during the FaBA Growth Hub Program is kept secret and confidential; and
 - (b) not disclose any part of the Confidential Information to any person or make known in any manner any part of the Confidential Information, nor use any part of the Confidential Information

in any manner (other than for the purpose of the FaBA Growth Hub Program) without the prior written consent of the person who owns the Confidential Information.

- 3.12 The Enterprise agrees to comply with (and must ensure that the Nominated Participants comply with) all FaBA Growth Hub policies and procedures and relevant UQ policies and procedures and the reasonable directions of UQ staff, including but not limited to, those in relation to the health and safety of occupants on UQ premises and internet usage.

4. Intellectual Property

By entering into this Agreement, the Enterprise:

- (a) warrants and assures UQ that the involvement of and the sharing of information by the Enterprise and the Nominated Participants with UQ during the FaBA Growth Hub Program Term does not infringe the intellectual property rights of any third party;
- (b) agrees that UQ has an unrestricted, irrevocable, transferable, right and licence to use and modify the information as shared (including for promotional purposes) without the payment of any further fee or compensation or further reference to you, and UQ can authorise other people to do any of these things;
- (c) if requested by UQ, agrees to sign any further documentation required by UQ to give effect to the arrangement contemplated by this clause; and
- (d) to the extent permitted by law, unconditionally and irrevocably:
 - consents to UQ modifying the information shared as described in this clause;
 - agrees that UQ is not required to attribute you as author of the information shared; and
 - consents to any other act or omission that would otherwise infringe any moral rights in the information shared.

5. CONTINUATION OF THE PROGRAM

- 5.1 Throughout the FaBA Growth Hub Program, UQ will undertake assessments of the Enterprise, the Nominated Participants and the Business to assess whether or not the Enterprise should continue in the FaBA Growth Hub Program. Factors relevant to these assessments will be determined by UQ in its absolute discretion, but may include the level of attendance, responsiveness and/or communication, achievement of the milestones and / or deliverables in the Reference Schedule, the direction of the Business and any reputational harm it may cause to FaBA Growth

Hub or UQ, and the conduct of the Enterprise and the Nominated Participants generally.

5.2 Following:

- (a) any material breach of these General Conditions by the Enterprise or the Nominated Participants; or
- (b) UQ undertaking an assessment referred to in clause 5.1 and forming the view that the Enterprise should not continue in the FaBA Growth Hub Program,

UQ may serve a notice on the Enterprise which will terminate this Agreement, including without limitation, terminating the participation by the Enterprise and the Nominated Participants in the FaBA Growth Hub Program, seven (7) days from the date of service of the notice.

- 5.3 Prior to issuing a notice under clause 5.2 above, UQ may, but is not obliged to, give the Enterprise an opportunity to remedy the breach of the General Conditions, or to address the factors that are causing UQ to consider discontinuing the Enterprise's involvement in the FaBA Growth Hub Program (as applicable).

- 5.4 The Enterprise may exit the FaBA Growth Hub Program and terminate this Agreement at any time and for any reason by giving written notice to UQ.

- 5.5 The Enterprise will use reasonable endeavours to inform UQ of any significant news or achievements of their Business for the purpose of promotion and research.

6. PRIVACY

- (a) UQ collects and stores personal information provided by the Enterprise or Nominated Participants in accordance with the provisions of the *Information Privacy Act 2009 (Qld)* and *Privacy Act 1988 (Cth)* and the Australian Privacy Principles.
- (b) If the Enterprise provides personal information on behalf of any Nominated Participants to UQ, the Enterprise providing the information warrants that they have received the person's informed consent prior to providing the information.
- (c) The Enterprise further acknowledges and agrees that UQ may use personal information as received for the purpose of conducting the FaBA Growth Hub Program (which may include disclosure to third parties for the purpose of processing and conducting the Program), for promotional purposes surrounding the Program, reporting purposes, as well as other purposes, as set out in [UQ's Privacy Policy](#). For further information on

how UQ deals with applicants' personal information, please refer to UQ's Privacy Policy.

7. WARRANTY & INDEMNITY

- (a) The Enterprise warrants that no legal proceedings or arbitration, mediation or other dispute resolution process is taking place, pending or threatened, that may negatively affect FaBA Growth Hub or UQ which may have an adverse effect on the ability of the Enterprise to perform their obligations under the General Conditions.
- (b) The Enterprise hereby indemnifies UQ against any claim, loss or damage incurred or suffered as a result of:
 - (i) any breach of the General Conditions; or
 - (ii) any activity or outcome of the Business during or after the FaBA Growth Hub Program Term or after termination of this Agreement.
- (c) The Enterprise warrants that UQ will not be liable to the Enterprise or the Nominated Participants for any claim, loss, damage or expense incurred or suffered by the Enterprise or the Nominated Participants for any reason, (including, but not limited to, indirect or consequential loss), as a result of participation in the FaBA Growth Hub Program.

8. Access to UQ Sites

Whilst undertaking the FaBA Growth Hub Program, access to the FaBA Growth Hub Premises and any additional area within the ownership, possession or control of UQ (collectively the **Site**), the Enterprise must only access and use the Site:

- (a) to undertake the Program;
- (b) in accordance with the reasonable directions of UQ (or any person UQ nominates) and with UQ's express consent;
- (c) subject to UQ's right to require prompt removal of any person at any time;
- (d) after informing itself of and complying with any rules relevant to the Site or areas adjoining the Site; and
- (e) after completing any site induction directed by UQ; and

the Enterprise must not:

- (f) disrupt or interfere with the daily operation of the Site or any existing improvements; and
- (g) cause any nuisance, inconvenience or disruption to users of the Site or existing improvements; and

the Enterprise must:

- (h) if required by law, prepare and provide to UQ any work health and safety, environmental management and risk management plans that the Enterprise is requested by UQ.

9. Co-operation with other entities participating in the FaBA Growth Hub Program

The Enterprise must cooperate with other entities and their Nominated Participants engaged in the Program and notified to the Enterprise by UQ and ensure reasonable cohesion in the delivery of the Program to all such entities to the extent UQ reasonably requires.

10. Modern Slavery

10.1 The Enterprise warrants that, to the best of its knowledge and belief having made reasonable enquiries, neither the Nominated Participants nor the Enterprise, have been charged with or convicted of any offence involving Modern Slavery.

10.2 The Enterprise must immediately notify UQ if it becomes aware of any actual, potential or perceived Modern Slavery in its operation.

10.3 The Enterprise warrants that it will conduct any current or future business in a manner so as to reduce the risk of Modern Slavery in its operations.

10.4 UQ may terminate this agreement immediately in writing if the Enterprise does not comply strictly with this clause.

10.5 Modern Slavery is as defined under the *Modern Slavery Act 2018* (Cth).

11. Enterprise's Authorisation to UQ to conduct preliminary enquiries

11.1 The Enterprise authorises UQ to conduct the Preliminary Enquiries prior to or during the Enterprise's participation in the FaBA Growth Hub Program.

11.2 Should the results of these Preliminary Enquiries prove to be unsatisfactory to UQ, in its absolute and unfettered discretion, UQ may:

- (a) in the event of the Program not having commenced, give notice that the Enterprise and its Nominated Participants are no longer eligible to participate in the program; and
- (b) should the Program have commenced, that the Enterprise and its Nominated Participants are in breach of clause 4.2 relating to material breach of this Agreement and, as a result, this Agreement is immediately terminated.

12. Force Majeure

If for any reason, the FaBA Growth Hub Program is not capable of running as planned, including because of war,

terrorism, state of emergency or disaster, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of UQ which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the program, UQ reserves the right in its sole discretion to cancel, terminate, modify or suspend the program.

13. INCONSISTENCIES

In the event of an inconsistency between:

- (a) the General Conditions;
- (b) the Reference Schedule; or
- (c) any other document referred to in the Reference Schedule

the General Conditions will prevail (or, where the inconsistency is between the Reference Schedule and a document referred to in the Reference Schedule, the Reference Schedule will prevail).

REFERENCE SCHEDULE

Commencement Date	23 rd July 2025 to 8 th October 2025	
Enterprise	<p>If the Enterprise is a registered Corporation: Name and ACN or ABN: [insert] Address: [insert] Email Address: [insert]</p> <p>If the Enterprise is a Partnership or other Unincorporated Association or Sole Trader: Name(s) and ABN: [insert] Address: [insert] Email Address: [insert]</p>	
Nominated Participants	<p>Nominated Participant 1 Name: [insert] Address: [insert] Email Address: [insert]</p> <p>Nominated Participant 3 Name: [insert] Address: [insert] Email Address: [insert]</p>	<p>Nominated Participant 2 Name: [insert] Address: [insert] Email Address: [insert]</p> <p>Nominated Participant 4 Name: [insert] Address: [insert] Email Address: [insert]</p>
FaBA Growth Hub Program Term	Twelve (12) weeks	
Business Name under which the Enterprise trades or intends to trade	[Business Name]	
Services	<ul style="list-style-type: none"> (a) Provide the Nominated Participants with desk, chair and access to FaBA Growth Hub Premises; (b) Provide internet access to the Nominated Participants, subject to the Nominated Participants accepting the terms and conditions of the third party providers; (c) Provide the Nominated Participants with access to Mentors and FaBA Growth Hub management; (d) Run regular workshops for the Nominated participants in the FaBA Growth Hub Program; (e) Organise for the Nominated Participants regular project updates and progress reports with Mentors or FaBA Growth Hub management either face-to-face or virtual; (f) Provide the Enterprise and Nominated Participants with updates on innovation competitions, national and international exhibitions, trade shows, conferences, government programs, alerts on calls from strategic industry investors; (g) Provide the Enterprise and Nominated Participants with public relations assistance under the UQ FaBA Growth Hub brand where deemed appropriate by UQ in its absolute and unfettered discretion; (h) Provide the Enterprise and Nominated Participants with exposure to the start-up and venture capital community where deemed appropriate by UQ in its absolute and unfettered discretion; (i) Assist the Enterprise and Nominated Participants with preparation of a pitch to investors where deemed appropriate by UQ in its absolute and unfettered discretion. 	