

PARTNERSHIP OPPORTUNITY

DEVELOPMENT OF AN INTEGRATED ANALYTICAL DATABASE TO SUPPORT MOVEMBER'S BIOMEDICAL RESEARCH PROGRAMS

Request for Proposal

ISSUE DATE: 16 May 2023

CLOSING TIME: 9:00AM AEST on 26 June 2023

LODGEMENT ADDRESS: Electronic copies are to be lodged by email only to
biomed@movember.com

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1. Defined Terms

1.1. In this RFP, these terms have the following meaning:

Term	Definition
Agreement	means the agreement set out in Attachment 1.
Business Day	means any day other than on a Saturday, Sunday or public holiday in Victoria, Australia.
Closing Time	means the date and closing time (AEST) for submitting a Proposal as set out in section 3.1, or as otherwise extended by Movember in writing.
Commencement Date	means the date of execution of the Agreement by both parties
Data	means personal data that has been de-identified in such a manner that it can no longer be attributed, without more information, to a specific data subject.
Database Requirements	means the database requirements set out in the Proposal Brief.
Evaluation Criteria	means the Evaluation Criteria as described in section 5.3 and as further detailed in the Proposal Brief.
Insurance Requirements	means the insurance requirements set out in the Proposal Brief.
Movember	Movember Group Pty Ltd (ABN 48 894 537 905) as trustee for The Movember Foundation
Proposal	means the documents constituting the Respondent's offer to deliver Movember's requirements under this RFP.
Proposal Brief	means the proposal brief set out in Schedule 1.
Reporting Requirements	means the reporting requirements set out in the Proposal Brief.
Respondent	means a person or organisation who offers to deliver the Services pursuant to this RFP.
RFP	means this Request for Proposal, including all schedules and attachments.
Services	means the services to be provided by the Respondent as set out in this RFP.
Service Requirements	means the service requirements set out in the Proposal Brief.

2. Introduction

2.1 About Movember

Movember is the only charity tackling men's health on a global scale. We're addressing some of the biggest health issues faced by men which include prostate and testicular cancer, mental health and suicide prevention.

Since 2003, Movember has funded more than 1,250 men's health projects around the world, challenging the *status quo*, shaking up men's health research and transforming the way health services reach and support men.

2.2 The Opportunity

Movember is building upon its existing international prostate cancer programs and partnerships across biomedical research, clinical quality registries, and survivorship to create a comprehensive and integrated Global Real World Evidence Network (RWE Network). The goal of this Network is to integrate patient Data from multiple sources, globally, into a common framework to fast-track the development and implementation of personalised tests and treatments as well as cancer quality and care programs, to improve outcomes for men with prostate cancer.

As part of the RWE Network, Movember is seeking a partner for the development of a database to support its global collaborative biomedical research programs. This partnership opportunity is for an experienced and established team to submit a Proposal for the co-development of an integrated clinical, molecular and imaging analytical database (as set out in further detail in **Schedule 1**).

It is expected that this Data infrastructure will be co-designed and built fit-for-purpose for both Movember and the successful Respondent to use independently for their own programs / purposes. As such, this partnership will require co-funding for the development and ongoing maintenance of this database by both Movember and the successful Respondent.

Movember's proposed investment in the co-development of this database is up to AUD \$2 million for 24 months.

2.3 Purpose of this Request for Proposal

The purpose of this RFP is to:

- (a) provide each Respondent with general information to assist with the preparation and lodgement of Proposals;
- (b) invite each Respondent to submit a fully costed and binding Proposal; and
- (c) set out information about the evaluation and assessment process and other requirements of Movember.

All documents comprising this RFP remain the property of Movember. All copyright and other intellectual property rights contained in this RFP are, and remain, vested in Movember.

2.4 Communications

- (a) Unless directed otherwise, Respondents must direct their communications with Movember, including any questions arising during the preparation of a Proposal or requests for clarification, to Michelle Kouspou, Scientific Program Manager,

and Jane Fisher, Global Director, Cancer Research and Clinical Trials, via email to biomed@movember.com.

- (b) Unauthorised communication with Movember staff (including the individual referenced in section 2.4(a) above) may lead to disqualification of the Respondent from participating in this RFP process, in Movember's sole discretion.

2.5 Questions

- (a) Prior to the Closing Time, all questions and enquiries received from a Respondent, and the subsequent answers to such questions, may be shared with all Respondents via <http://movember.com/about/funding>.
- (b) Movember may, in its sole discretion, refuse to answer any question at any time regardless of whether the question is submitted to Movember after the date for last questions and enquiries as set out in section 3.1.

2.6 Confidentiality

Each Respondent acknowledges that it is under an obligation of confidentiality to ensure that this RFP and any other documents or information concerning this RFP is kept confidential and is only used for the sole purpose of preparing a Proposal and participating in this RFP process. This obligation of confidentiality survives the termination or expiration of the RFP process.

2.7 Anti-competitive conduct

- (a) Respondents must not engage in any collusive, anti-competitive or similar conduct with any other Respondent in relation to the RFP process which includes, but is not limited to:
 - i. preparation, content or lodgement of their Proposal; and
 - ii. the conduct of negotiations with Movember.
- (b) For the purpose of this clause 2.7, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information, whether or not such information is confidential to Movember or any other Respondent.
- (c) Movember reserves the right to disqualify any Respondent from the RFP Process that it believes has engaged in such collusive, anti-competitive or similar conduct.

2.8 Movember's rights

Movember may, at any time:

- (a) amend this RFP, provide additional information or clarification and/or change the structure and timing of the RFP process (including varying or extending any date or time). Any changes to this RFP will be communicated by Movember in writing. It is the responsibility of each Respondent to ensure they are referring to, and referencing, the most up to date RFP;
- (b) suspend, defer, discontinue or vary the RFP process (including during the negotiation process) without penalty;

- (c) exclude any Respondent from the RFP process if Movember becomes aware that a Respondent:
 - i. is or becomes bankrupt or insolvent (whichever is applicable);
 - ii. has made false declarations in documents that relate to this RFP; or
 - iii. has failed to meet any substantive requirement or perform any substantive obligation under any contract with Movember or any of its shareholders;
- (d) determine, at any stage, a shortlist of Respondents;
- (e) require additional information or clarification from a Respondent;
- (f) before final selection (with or without shortlisting), enter into negotiations with one or more Respondents (including parallel negotiations with one or more Respondents or negotiations with all Respondents without shortlisting);
- (g) discontinue negotiations with a Respondent at any time for any reason; and
- (h) negotiate with or enter into contractual arrangements with an entity who is not a Respondent and enter into a contract with that person on such terms as Movember, in its absolute discretion, accepts.

2.9 Accuracy of RFP

Whilst all due care has been taken in connection with the preparation of this RFP, Movember does not make any warranties or representations that the content of this RFP or any part of it or any information communicated to or provided to Respondents in connection with this RFP or during the RFP process is, or will be, accurate, current or complete. Movember will not be liable in respect of any information communicated or provided which is not accurate, current or complete or for any omission from the RFP documents.

3 The RFP Process

3.1 Proposed RFP timetable

The following table provides indicative dates in relation to this RFP process (which, may be amended by Movember in writing at any time in its sole discretion):

Activity	Date
RFP issued	16 May 2023
Last date for questions and enquiries	23 June 2023
Closing Time	9:00AM AEST on 26 June 2023
Evaluation and shortlisting of Respondents	27 June - 7 July 2023
Interviews with shortlisted Respondents	10 July - 4 August 2023 *Upon submission of proposal, the Respondents agree to be available for this period of time should they be shortlisted for interview by the Review Committee
Discussions and negotiations with shortlisted Respondents	1 August - 11 August 2023
Provide Statement of Work (SoW) and other relevant documentation, as requested by Movember under this RFP	18 August 2023
Notice of outcomes	September 2023
Commencement Date	Upon execution of partnership agreement

3.2 Lodgement of Proposals

- (a) The Proposal must be lodged by the Closing Time via email to biomed@movember.com.
- (b) Proposals should be submitted in accordance with the requirements set out in the Proposal Brief.
- (c) Hardcopy Proposals will not be accepted.
- (d) Movember will acknowledge receipt of Proposals within two Business Days. Respondents must be in receipt of email confirmation as verification that the application has been received by Movember. If a receipt is not received within this timeframe, Respondents should contact Movember.

3.3 Acknowledgement

In lodging a Proposal, the Respondent acknowledges that:

- (a) it has reviewed this RFP, any documents referred to in it, and any other information made available in writing by Movember in relation to this RFP process;
- (b) this RFP is designed to summarise information concerning Movember's requirements only and is not necessarily a comprehensive description;
- (c) to the maximum extent permitted by law, neither Movember, nor its employees, advisors or agents will in any way be liable to any person or body for any claim related to this RFP;
- (d) in lodging a Proposal, it did not rely on any express or implied statement, warranty or representation, whether written or oral other than as expressly contained in this RFP;
- (e) it did not use the improper assistance of Movember's employees;
- (f) it has satisfied itself as to the correctness and sufficiency of its Proposal;
- (g) nothing in this RFP is to be construed, interpreted or relied upon, whether expressly or implied, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory or other rights;
- (h) no binding agreement or other understanding will exist between Movember and the Respondent unless and until the Agreement has been signed by both parties; and
- (i) all Respondents are deemed to accept the terms and conditions contained in this RFP.

4 Submission of Proposals

4.1 Proposal documents

In lodging a Proposal, each Respondent understands and agrees that:

- (a) its Proposal must conform with the requirements of this RFP (including the requirements set out in the Proposal Brief);
- (b) its Proposal will become the property of Movember at the time of lodgement and will be treated as confidential; and
- (c) Movember may use and copy the Proposal as required for the purpose of this RFP process, evaluating the Proposals, negotiating a contract and external audit requirements.

4.2 Non-conforming Proposals

A Proposal will be regarded as non-conforming if it is not lodged in accordance with the terms and conditions or the requirements of this RFP which includes the requirements set out in the Proposal Brief. Movember may, in its absolute discretion, accept or reject a Proposal that is non-conforming.

4.3 Validity Period

Proposals are to remain valid and open for acceptance by Movember for a period of 120 days from the Closing Time.

4.4 Disqualification from the RFP Process

Movember may, in its sole discretion, disqualify a Respondent from the RFP process if the Respondent breaches any of the requirements set out in this RFP. Where this is the case, Movember may notify the Respondent of its disqualification (from the RFP Process) in writing.

4.5 Costs and expenses

Participation in any stage of this RFP is at the Respondent's sole risk, cost and expense. In particular, all costs incurred by or on behalf of a Respondent in relation to this RFP, including:

- (a) in relation to preparing and lodging a Proposal;
- (b) providing Movember with any further information; or
- (c) attending briefings, meetings, interviews and participating in subsequent negotiations with Movember,

are wholly the responsibility of the Respondent (regardless of whether the Respondent is successful in the RFP process).

4.6 Conflict of interest

Where a Respondent identifies that circumstances or relationships exist (or may arise in the performance of the Services) which constitute or may constitute a conflict or potential conflict of interest, the Respondent must detail that conflict of interest in their Proposal.

Where any actual or potential conflict of interest is notified, Movember may, in its absolute discretion, take any action it considers appropriate.

If any actual or potential conflict of interest arises after the Closing Time and prior to entering into the Agreement, the Respondent must immediately notify Movember in writing.

5 Evaluation and assessment process

5.1 Overview

The evaluation of Proposals by Movember will be based on the information provided by Respondents as set out in their Proposal. The evaluation of Proposals will be completed in accordance with:

- (a) the Evaluation Criteria set out in section 5.3 and the **Schedule 1** below; and
- (b) the Respondent's ability to satisfy Movember that it is able to comply with the Service Requirements, Database Requirements, Proposal Requirements, Reporting Requirements and the Insurance Requirements as set out in the Proposal Brief in its performance of the Services.

5.2 Screening

Movember may screen all Proposals received for completeness, unintentional errors of form, clarity and compliance with the requirements set out in this RFP.

Movember may, in its sole discretion, exclude a Proposal from consideration if:

- (a) the Proposal is considered a non-conforming Proposal;
- (b) the Proposal includes electronic files that cannot be read or decrypted or Movember believes the Proposal potentially contains any virus, malicious code or anything else that might compromise the integrity of Movember's computing environment;
- (c) the Proposal is incomplete or is not clear and legible;
- (d) the Proposal is clearly uncompetitive when compared with other Proposals;
- (e) the Proposal is not suitable against one or more of the Evaluation Criteria set out in section 5.3; or
- (f) the Proposal, at Movember's sole discretion, does not otherwise comply with the requirements set out in the Proposal Brief.

5.3 Evaluation Criteria

Proposals will be assessed taking into account the Evaluation Criteria, as set out in **Schedule 1**, in addition to the best value for money as a whole. For the avoidance of doubt, 'value for money' includes a comprehensive assessment that considers both price and the value represented by the assessment of capability and capacity, in the context of the risk profile presented by each Proposal.

5.4 Independent enquiries

Movember may make independent enquiries about any of the matters that may be relevant to the evaluation of the Proposal. Movember reserves the right to contact Respondents' referees, or any other person, directly and without notifying the Respondent.

6 Engagement of Respondent

6.1 Notification

If Movember decides to proceed with a Respondent, Movember will notify the preferred Respondent in writing. Prior to formally engaging the preferred Respondent, execution of a formal agreement as set out in section 6.2, will be required.

6.2 Execution of Agreement

By submitting a Proposal, and if Movember decides to proceed with a Respondent, the Respondent agrees that the Agreement as set out in Attachment 1 will apply to the Services to be provided pursuant to this RFP.

The Respondent acknowledges that there is no binding agreement with Movember until the Agreement is agreed to and signed by the Respondent and Movember.

SCHEDULE ONE – PROPOSAL BRIEF

1. The Services

1.1 Overview

Movember is creating a **RWE Network**, which will build upon existing Movember-funded international programs, collaborations, and partnerships across biomedical research, clinical quality registries, and survivorship. The Network will allow the collection, integration, and analysis of patient data (globally) to accelerate the development and implementation of personalised tests and treatments, and quality of care programs leading to early identification and treatment, as well as improvements in the survival and quality of life of men living with prostate cancer.

With the RWE Network having already commenced the migration of Prostate Cancer Outcomes Registry - Australia and New Zealand (**PCOR-ANZ**) into a central platform, Movember is now seeking a partner to co-design, co-develop and establish an integrated clinical, molecular and imaging analytical database to support its global collaborative biomedical research programs. The intention is that the database, subject to this RFP, will incorporate future biomedical research initiatives, as well as form part of the integrated RWE Network.

Movember's Biomedical Research Programs

Movember's biomedical research programs are established through the global collaboration of multidisciplinary teams that share data and knowledge to develop a unified approach to address the unmet clinical needs of men with prostate cancer. In alignment with Movember's biomedical research strategy, two global collaborative programs have already been launched:

- the *Preventing Disease Progression* program aims to reduce the number of men with high-risk, locally advanced prostate cancer and metastatic hormone sensitive prostate cancer who ultimately progress to advanced disease. Through the integration of existing databases on a global scale, this program seeks to gain a greater understanding of the unique biology of these cancers and to define the role of new and currently available therapies to deliver improved outcomes for men; and
- separately, the *Personalised Active Surveillance (AS)* program aims to develop a dynamic, risk-adapted approach to active surveillance to reduce unnecessary tests and treatments in men at lowest risk of disease progression.

Development of An Integrated Analytical Database

To support and underpin these concerted efforts, Movember is seeking a partnership to co-develop an integrated analytical database that will allow the integration and / or linkage of existing, global clinical, molecular and imaging datasets. This database will require an analytical layer implementing state-of-the-art machine learning, bioinformatics and computational biology methods to help drive discovery and a secure interface portal through which clinicians and researchers can access the Data, undertake analyses and generate clinical reports. It is anticipated that the development of this analytical database will provide Movember, together with the wider research and clinical community, the opportunity to personalise treatments and improve outcomes for men living with prostate cancer.

1.2 Service Requirements

It is critical that this database has the capability and capacity to:

- support the structured, standardised collection of real-world clinical, molecular and imaging Data from multiple, global databases (as detailed in **Table 1 in Schedule 1** below);
- ensure interoperability with clinical information systems to enable Data linkage from multiple, global sources and different systems;
- ensure and maintain information security and privacy standards where Data is managed and stored within a securely operated and protected infrastructure, ensuring confidentiality, integrity and availability. The platform must be fully compliant with global data protection and medical data protection legislative requirements (21 CFR part 11 / GDPR compliant);
- support the storage of Data through appropriate high performance computing and storage platforms;
- integrate analytics with Data and support advanced machine learning, bioinformatics and computational biology;
- provide a secure access portal that will support multiple levels of access, with an interactive interface to the Data provided for authorised users (with appropriate governance and control) to undertake analyses and generate clinical reports;
- align / complement other national and international efforts to generate federated datasets; and
- support scaling to host other cancers and / or registries (desirable).

The successful Respondent must develop a Data management plan before any Data is transferred to the database, which must be provided to Movember upon request.

Table 1: Examples of Data that may be included in the database

Type of Data	Examples
Clinical	Including, but not limited to: <ul style="list-style-type: none"> ▪ Annotated medical history ▪ Treatment plans and progress notes ▪ Patient outcomes
Molecular	Including, but not limited to: <ul style="list-style-type: none"> • Genomics • Proteomics • Epigenomics • Transcriptomics • Gene expression profiling
Imaging	Including, but not limited to: <ul style="list-style-type: none"> ▪ Histology ▪ Immunohistochemistry ▪ PET ▪ CT ▪ MRI ▪ Bone scans

1.3 Database Requirements

Respondents are required to provide a Data infrastructure solution that meets the requirements of ISO 27001 certification, which includes, but is not limited, to the following components:

- **Analysis and Design** – Provide an effective solution design defining the nature of the solution including applications, technology, network, Data and support;
- **Configuration** – Provide configuration of the solution as required by Movember;
- **Applications** - Provide software applications and licenses forming the solution;
- **Infrastructure** – Provide a cloud hosted solution. If not housed onshore, then must prove that the storage of Data meets all Australian legal requirements. No on-site purchase of hardware;
- **Maintenance and upgrades** - Provide annual (minimum) maintenance services and upgrades of software, hardware and related infrastructure as part of the solution;
- **Integration Services** – Provide integration services to ensure that the solution integrates with Movember and third party processes and systems where required;
- **UAT Testing** – Work with Movember to test the solution to ensure it meets user needs;
- **Solution Testing** – Perform System and production testing to ensure the solution meets requirements;
- **Meets Requirements** - The solution will be expected to meet or exceed Movember's requirements including capacity, scalability, volumetric;
- **Training** – Provide services and documentation [softcopy and hardcopy] where needed for all end user staff training in the new solution;
- **Business Continuity** – Provide capability to meet Movember's requirements so that the functions can continue to operate during abnormal conditions and defined events;
- **Go Live and Warranty** – The successful Respondent will be expected to deploy and test the service solution components in the production environment and provide go-live support and warranty period;
- **Ongoing Service Support** – The successful Respondent are expected to provide ongoing service support according to the support agreement; and
- **Contractual** – Agreement to RFP conditions and statement of work relating to this solution including service level requirements if Respondent is successful.

1.4 Service Delivery Timelines

It is critical that this integrated analytical database can be delivered within 18-24 months from the commencement date.

1.5 Reporting Requirements

Report	Date for completion
Progress update reports and financial reports	6 months, 12 months and 18 months from commencement date
Final report	Upon completion of the database
Annual performance report	Annually; once the database is completed

1.6 Insurance Requirements

Prior to the Commencement Date, the Respondent must ensure that the following insurances are in place before the Commencement Date and for the duration of the agreement:

Insurance type	Amount
Professional Indemnity	\$10 million AUD
Public Liability	\$10 million AUD
Products Liability	\$10 million AUD

2. Proposal Requirements

2.1 General Requirements

Proposals submitted via this RFP must include the following:

- i. Respondent's contact details (name, position, contact number and email address);
- ii. Company details (name, business registration numbers, registered office address);
- iii. Information about the corporate profile of the Respondent including, but not limited to:
 - i. information on corporate and ownership structure, including information on related bodies corporate;
 - ii. information about how long it has been in business;
 - iii. confirmation that there is no past, current, pending or finalised litigation that would impact upon the Respondent's ability to perform the Services, or an explanation of such litigation;
 - iv. particulars of any petition, claim, action, judgement or decision which is likely to impact or affect the Respondent's performance of the Services; and
 - v. any other matters that are relevant to the Respondent's ability to perform the Services;
- iv. information about how the Respondent will meet each of the requirements set out in this Proposal Brief;
- v. details about the delivery of similar services which the Respondent has been involved in (and which are relevant to the Services);
- vi. details about the Respondent's management team and key personnel who will be involved in implementing the Services;
- vii. details about pricing for the Services which must be quoted in Australian dollars on a GST exclusive basis and include all contingencies. Specify the following:
 - a. Proposed project expenditure profile (e.g. employee and operating costs, software licence and maintenance, infrastructure, services,

- integration and interfaces, Data management, Data hosting, training and support, sustainability costs etc);
 - b. Demonstrated capacity to financially support the co-development and ongoing maintenance of the platform;
 - c. Demonstrated commitment of partners to the project and how they will support its successful delivery (through financial and / or in-kind contributions). Where applicable, provide MOU or letters of support/confirmation of the partnership; and
 - d. Potential co-funding opportunities that could be explored to support the development of the platform.
- viii. details about the Respondent's payment terms for the payment of all fees and costs in relation to the provision of the Services; and
- ix. signature of an authorised representative of the Respondent.

Respondents are also encouraged to include 'value add' services within its Proposal.

Respondents are also encouraged to provide any attachments, letters of support or documentation within its Proposal.

2.2 Specific Requirements

Proposals submitted via this RFP must include the following:

- i. *Information about Respondent's capabilities and capacities to deliver the proposed database.*
 - a. Respondents should provide information about previous experience and / or capabilities in:
 - working on programs and / or data with national and international consortia;
 - working with and / or developing integrated clinical, biological and imaging databases in an oncology setting;
 - establishing/supporting collaborative national and international consortia;
 - structured collection of data and translation to a uniform dataset; and
 - providing data security (e.g. ISO 27001, HIPPA, GDPR), disaster recovery and technical support
 - b. Where appropriate, Respondents should briefly describe any experience in utilising patient Data to improve research and / or patient outcomes.
- ii. *Information about Respondent's Project Methodology, Design and Timelines.*
 - a. Respondents should provide an outline of the proposed project plan (including timelines) that will be used to deliver the database, covering the architectural design, Data collection, Data processing/harmonisation, Data access, Data storage and

methodologies. Please include details on how the following will be addressed:

- Development of an integrated clinical, molecular and imaging database (specifically in the field of oncology), that is accessible globally;
 - Data harmonisation, transfer and / or linkage across datasets;
 - Governance and controls; and
 - Analysis pipelines and Data pre-processing.
- b. Respondents should provide a plan detailing how the platform will be managed, maintained and sustained.
- c. Respondents should highlight any challenges or obstacles that may arise in delivering this database, as well as any considerations that have not been identified in the objectives above, that should be addressed. List key technical and delivery risks associated with this project including proposed mitigation measures.

iii. Information on Respondent's Resources

- a. Respondents should provide details of existing resources that can be accessed to support the development of the Service.
- b. Respondents should provide details of the team's experience with, or access to, new technologies (e.g. artificial intelligence / machine-learning / deep-learning for data analysis).
- c. Respondents should provide details of any other relevant capabilities that have not been captured and will support the proposal.
- d. If applicable, given the complexities in the delivery and management of the data infrastructure, Respondents should define their ways of working if operating across multiple time zones.
- e. Where appropriate, Respondents should demonstrate whether the team includes individuals that bring diverse experience and expertise (e.g. across disciplines, genders, cultures, lived experience relevant to the research question, career stages, and research sectors).

iv. Information on Respondent's Partners:

- a. Respondents should provide details of partnerships with other service providers or technology suppliers relevant to this proposal.

Respondents should describe how the project partner will work and contribute to successfully deliver the Data infrastructure i.e. outline roles and responsibilities, as well as any experience / expertise that the project partner will bring to the group.
- b. Where appropriate, Respondents should briefly describe any past or current partnerships (or funding received for projects) with similar scope that may be of relevance to this RFP.

2.3 Proposal Format

- Proposals should be a single MS Word or PDF document: prepared in Arial font (regular), minimum 11 point and in single-spaced text (maximum of 25 pages, not including references and supporting documentation);

- on an A4-sized page 8.3” x 11.7” (21cm x 29.7cm) with 1” (2.54cm) margin on all sides of each page; and
- include a header on each page with the Respondent’s name in the top left-hand corner, and the page number in the top right-hand corner.

2.4 Evaluation Criteria

The Evaluation Criteria for this RFP are:

- the Respondent's ability to prove that it is able to engage with Movember and partner in its strategic agenda;
- the Respondent’s previous experience and relevant expertise in:
 - working on programs and / or data with national and international consortia;
 - working with and / or developing integrated clinical, biological and imaging databases in an oncology setting; and
 - establishing collaborative national and international consortia
- the Respondent’s capability, capacity and key personnel to perform the Services and address the Requirements, as well as demonstrated previous experience in providing services similar to the Services, in accordance with the Proposal Brief;
- the Respondent’s proposed project plan, architectural design and methodologies (including timelines) to address the Requirements and perform the Services, in accordance with the Proposal Brief;
- the Respondent’s partnerships with other service providers or technology suppliers relevant to its proposal, including the nature of those relationships; and
- the proposed pricing structure and budget, including the ability and capacity to financially support the co-development and ongoing maintenance of the platform.



**MOVEMBER X
[INSERT SERVICE
PROVIDER]
MASTER SERVICES
AGREEMENT**

MOVEMBER X [INSERT SERVICE PROVIDER]

DETAILS

Section A: Important information		
1.	Movember	Movember Group Pty Ltd as Trustee for the Movember Foundation ABN: 48 894 537 905 Address: 21-31 Goodwood St, Richmond VIC 3051 Email: info@movember.com Phone: 1300 GROW MO (1300 4796 66)
2.	Movember Contact	Name: [insert name] Email: [insert email address]
3.	Movember Accounts Contact	[insert email address]
4.	Service Provider	Company Name: [insert] ABN: [insert] Address: [insert] Email: [insert] Phone: [insert]
5.	Service Provider Contact	Name: [insert name] Email: [insert email address]
6.	Service Provider Accounts Contact	[insert email address]
7.	Commencement Date	[insert commencement date]
8.	End Date	[insert end date]

Section B: Services information		
9.	Services	As set out in the Statement of Work
10.	Deliverables	As set out in the Statement of Work
11.	Milestones	As set out in the Statement of Work
12.	Fee	As set out in the Statement of Work

BACKGROUND

- A. Movember is a company and registered charity that seeks to raise awareness about, and money for, men's health.
- B. Movember wishes to receive, and the Service Provider wishes to provide, the Services set out in the Statement of Work and on the terms set out in this Agreement.

TERMS & CONDITIONS OF AGREEMENT

1. TERM AND TERMINATION

- 1.1 This Agreement commences on the Commencement Date and ends on the End Date unless terminated earlier in accordance with this clause 1 (**Term**).
- 1.2 Each Statement of Work commences on the Statement of Work Commencement Date and continues until the earlier of the following:
 - (a) the Statement of Work End Date;
 - (b) the date all Services under the Statement of Work have been provided by the Service Provider in accordance with the relevant Statement of Work (in Movember's reasonable opinion); or
 - (c) if terminated by a Party in accordance with this clause 1.
- 1.3 Either Party may immediately terminate this Agreement or a Statement of Work without further liability by giving written notice:
 - (a) if a Party commits a material breach of this Agreement (which includes a breach of warranty provided pursuant to this Agreement) and such breach is not capable of remedy, or is not remedied within 14 days following receipt of written notice from the non-defaulting Party setting out details of the breach;
 - (b) if in a Party's reasonable opinion, its image, reputation or brand name has been or could be materially adversely affected by continuing the Agreement; or
 - (c) the other Party becomes insolvent.
- 1.4 Movember may terminate this Agreement or a Statement of Work, for any reason, by giving the Service Provider 14 days' written notice.
- 1.5 Upon the End Date or termination of this Agreement (whichever occurs earlier):
 - (a) the Service Provider must stop providing the Services, unless otherwise requested by Movember;
 - (b) Movember will pay the Supplier the Fee relevant to the Services provided up until the date of termination (unless the Supplier has terminated this Agreement in accordance with clause 1.2).
 - (c) any accrued rights and obligations will not be affected;
 - (d) each Party, at its own cost, must immediately remove and cease to refer to or use the other Party's Intellectual Property Rights which includes the other Party's name and logo;
 - (e) each Party must deliver or destroy (at its own cost) any marketing material and other material in its possession (including such material bearing the other Party's name, logo or branding), as requested by the other Party. For the avoidance of doubt, neither Party is required to delete such material pursuant to this clause 1.5(e) if the Parties mutually agree; and

- (f) no Party will have any claim against the other Party for any alleged loss sustained because of this Agreement expiring or terminating.

2. PROVISION OF SERVICES

- 2.1 Subject to clause 2.4, Movember may request that the Service Provider provide the Services by submitting a Statement of Work to the Service Provider during the Term.
- 2.2 On the Statement of Work Commencement Date, the Statement of Work becomes binding on the Parties and in consideration of the Fee, the Service Provider will provide the Services to Movember in accordance with the terms of this Agreement.
- 2.3 In providing the Services, the Service Provider must:
 - (a) deliver the Services in accordance with the Milestones and Deliverables;
 - (b) act in a diligent and professional manner, with due skill, care and attention;
 - (c) employ staff with qualifications and experience appropriate for the provision of the Services;
 - (d) comply with all legal and regulatory requirements;
 - (e) complete all filings and documentation as required by any relevant governmental authorities and agencies and obtain all required consents, approvals and permits as needed;
 - (f) ensure appropriate records are maintained in relation to its performance of the Services, and provide Movember access to such record upon the reasonable request of Movember;
 - (g) provide Movember with a financial reconciliation of all Fees spent upon reasonable request of Movember; and
 - (h) ensure that goods and products used and produced in relation to the Services (including any Deliverables):
 - (i) are of good quality and fit for purpose;
 - (ii) are produced in conformity with all relevant ethical trading and sourcing regulations;
 - (iii) minimises the impact on the environment from its operations; and
 - (iv) are sourced with processes in place to ensure similar standards are met within the Service Provider's own supply chains for goods and products sourced for Movember pursuant to this Agreement as set out in clauses 2.3(h)(i) to 2.3(h)(iii) above.
- 2.4 The Service Provider agrees that Movember:
 - (a) has no obligation to enter into a Statement of Work with the Service Provider;
 - (b) has no obligation to purchase a minimum amount of Services from the Service Provider; and
 - (c) may engage with or purchase other services that are similar or equivalent to the Services from any third party (in its discretion).

3. NON-CONFORMING SERVICES

- 3.1 If the Services (or part of the Services) do not, in the reasonable opinion of Movember, comply with this Agreement, the Service Provider must, at the election of Movember and without limiting any other remedy of Movember pursuant to this Agreement or at Law:
 - (a) re-supply the Services, at the Service Provider's own cost; or
 - (b) credit to Movember the total amounts Movember has paid in relation to the Services or not invoice Movember for such Services (as applicable).

4. COMPLIANCE AND GOVERNANCE

- 4.1 The Service Provider must comply with all relevant Laws applicable to providing the Services under this Agreement, including without limitation by obtaining all necessary permits and approvals.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Parties agree that all right, title and interest in and to any Contract IP are the exclusive property of Movember. To give effect to this clause 5.1, the Service Provider must execute all such documents and do all such acts as Movember may reasonably require.
- 5.2 Movember grants the Service Provider, for the Term, a non-exclusive, royalty free, non-transferrable licence to use the Contract IP solely for the purposes of performing its obligations under this Agreement.
- 5.3 The Parties acknowledge and agree that any Background IP remains the property of that Party.
- 5.4 The Service Provider grants Movember a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence to use, reproduce, publish, modify, and adopt its Background IP to the extent necessary to fully exercise its rights in the Contract IP.

6. PAYMENT AND TAX

- 6.1 In consideration of the Service Provider supplying the Services to Movember in accordance with this Agreement, Movember will pay to the Service Provider the Fee following receipt of a valid tax invoice from the Service Provider.
- 6.2 The Parties acknowledge and agree that, subject to clause 7 of this Agreement:
- (a) any amount payable pursuant to this Agreement is inclusive of all costs, taxes, duties, charges and disbursements (as applicable); and
 - (b) each party will comply with their own relevant tax obligations for their entities.

7. GST

- 7.1 Unless otherwise expressly stated, all amounts payable or consideration to be provided under this Agreement are exclusive of GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) (GST Law).
- 7.2 If GST is payable in respect of any supply made by a supplier of goods or services under this Agreement, then the recipient of the goods or services will pay to the supplier an amount equal to the GST payable on the supply. The recipient is to make the GST payment at the same time and in the same manner as they pay the consideration for the supply provided under this Agreement.
- 7.3 The Parties agree that:
- (a) the Parties must be registered persons within the meaning of the GST Law;
 - (b) the Service Provider must provide tax invoices and if applicable adjustment notes to Movember in the form prescribed by or for the purposes of the GST Law; and
 - (c) costs required to be reimbursed or indemnified excludes any amount that represents GST for which an input tax credit within the meaning of the GST Law can be claimed.

8. BRANDING AND ACKNOWLEDGEMENT

8.1 Pursuant to clause 8.2, publication of any materials whether written or otherwise relating to this Agreement and which incorporate the other Party's name, logo or branding may only be published with the prior written approval of that Party (which will not be unreasonably withheld) and provided such approval is sought, at least five (5) Business Days prior to the production deadline.

8.2 In the event that:

- (a) either Party reasonably refuses to provide its consent pursuant to clause 8.1, the Parties will use their reasonable endeavours to agree upon any relevant alterations required to such material. The Parties acknowledge and agree that both Parties must provide consent prior to the publication of any altered material; or
- (b) the relevant Party does not provide written consent within five Business Days, the other Party can assume consent has been given for the purpose of clause 8.1.

8.3 For the purpose of clause 8.1, such material includes but is not limited to:

- (a) promotional materials including badges, banners, brochures, certificates, forms, invitations, posters, printed clothing, programs, signs, tickets and uniforms; and
- (b) publicity material, media releases and similar material (whether digital or otherwise).

9. CONFIDENTIALITY

9.1 Subject to clause 9.2, a Party must not, without the prior written consent of the other Party, disclose any Confidential Information of the other Party.

9.2 The obligations on the Parties under this clause 9 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a Party to its personnel in order to comply with its obligations, or to exercise rights, under this Agreement;
- (b) is in the public domain other than by a breach of this clause 9; or
- (c) is required to be disclosed by Law.

10. PRIVACY

10.1 The Parties must:

- (a) only use or disclose Personal Information obtained pursuant to this Agreement for the purpose of this Agreement;
- (b) take all reasonable steps to safeguard Personal Information;
- (c) comply with the Privacy Laws; and
- (d) immediately notify the other Party if it becomes aware of any threatened, suspected or actual breach of any obligation contained in this clause 10, whether by such Party or its personnel and:
 - (i) provide the other Party with all reasonable assistance required to mitigate, investigate and resolve the breach; and
 - (ii) consult with the other Party before making any notifications to regulators, impacted individuals or third parties.

11. DATA PROTECTION

11.1 Each Party agrees that it will, in relation to personal data processed in connection with this Agreement:

- (a) use reasonable security measures to protect such data in its possession against unauthorised access, use, loss or disclosure, including establishing and maintaining reasonable safeguards which are no less rigorous than industry best practice; and
- (b) collect, process and store all such personal data in accordance with the Data Protection Legislation.

12. INSURANCE

12.1 The Service Provider must take out and maintain with reputable insurance companies such insurance policies as reasonable for the purpose of this Agreement.

12.2 The Service Provider must provide certificates of currency or other appropriate evidence of such insurance on the reasonable request of Movember.

13. INDEMNITY

13.1 The Service Provider indemnifies Movember with respect to all damages, costs, claims, demands, liabilities and expenses or other liability suffered because of the Service Provider, or its agents, employees or contractor's act/omission, negligence, reckless or intentional default, including any breach of the Agreement, save to the extent that such damages, costs, claims, demands, liabilities or expenses are caused by Movember.

14. REPRESENTATION AND WARRANTIES

14.1 Each Party represents and warrants to the other Party that:

- (a) it has the legal capacity and power to enter into this Agreement and is able to meet its obligations set out in this Agreement;
- (b) entering into this Agreement will not breach any of its obligations to any third party which includes the Intellectual Property Rights of a third party;
- (c) it has made no assignments, grants, licences, encumbrances, obligations or agreement whether written, oral or implied, inconsistent with the terms of this Agreement;
- (d) it is in sound financial standing, and it will immediately notify the other Party in writing of any events that occur or circumstances that arise which adversely affect, or could adversely affect, any such standing;
- (e) it has or will obtain, at its own expense, all approvals, certifications, registrations, licenses, consents and/or permits from all relevant governmental agencies necessary to perform its obligation under this Agreement; and
- (f) it will comply with all Laws applicable to this Agreement and will not do or omit to do anything which may cause the other Party to breach any such Laws.

14.2 The Service Provider represents and warrants to Movember:

- (a) it will perform the Services with due care, skill and diligence and in a professional manner consistent with this Agreement, applicable standards, principles, practices and Laws (which, for the avoidance of doubt, includes compliance with Anti-Slavery Laws); and
- (b) its personnel are appropriately qualified to provide the Services.

15. ASSIGNMENT AND SUBCONTRACTING

- 15.1 The Service Provider must not without the prior written approval of Movember:
- (a) transfer or assign any of its rights or obligations under this Agreement; or
 - (b) subcontract the performance of the Services (or part of the Services).

16. RELATIONSHIP OF THE PARTIES

- 16.1 The Service Provider has no authority, right or power to contract on behalf of Movember or bind Movember in any way to any third party or to assume or create any obligation or responsibility (whether express or implied) on behalf of Movember, except with the prior written consent of Movember.
- 16.2 No joint venture or relationship of partnership, principal and agent, employer and employee or trustee and beneficiary is intended by this Agreement.

17. DISPUTE RESOLUTION

- 17.1 Each Party must make a representative available to meet and discuss any queries, concerns, issues or disputes arising under or in connection with this Agreement.
- 17.2 The Parties agree that each respective representative will meet in good faith with a view to resolving such dispute within 14 days of the dispute arising. For the avoidance of doubt, and for the purpose of this clause 17, the Parties agree that such meeting may be facilitated over the telephone or through the utilisation of video-conferencing facilities.
- 17.3 Nothing in this clause 17 is to be taken as preventing either Party from seeking interlocutory relief in respect of such a dispute.

18. GOVERNING LAW

- 18.1 This Agreement is governed by the Laws in force in the State of Victoria, Australia and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of Victoria, Australia.

19. NOTICES

- 19.1 Any notice, demand, consent or other communication given or made under this Agreement must be in writing and signed by a person duly authorised by the sender and delivered to the intended recipient of the relevant Party by pre-paid post, by hand or by email.

20. SURVIVAL

- 20.1 Clauses 1.5, 9, 13, 14, 17, 18, 19, 21 and this clause 20 survive the expiration or termination of this Agreement (whichever occurs earlier).

21. DEFINED TERMS

- 21.1 In this Agreement, these terms have the following meaning:

Agreement	means this agreement, as amended from time to time including any Statement of Work issued pursuant to it.
Anti-Slavery Laws	means:

	<ul style="list-style-type: none"> • Division 270 and 271 of the <i>Criminal Code Act 1995</i> (Cth); • the <i>Modern Slavery Act 2018</i> (Cth); and • any other Law which prohibits exploitation of a worker, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar), and is applicable in the jurisdiction in which a Party is registered or conduct business or in which activities relevant to this agreement are to be performed.
Background IP	means any Intellectual Property Rights existing prior to the Commencement Date or developed independently of this Agreement.
Commencement Date	means the commencement date as set out in the Details.
Confidential Information	<p>means any technical, scientific, commercial, financial or other information of, about or in any way related to a Party, including information designated by a Party as confidential, which is disclosed, made available, communicated or delivered to the other Party for the purpose of this Agreement, but excludes information which is in, or which subsequently enters the public domain other than as a result of a breach of this Agreement and which a Party can demonstrate was:</p> <ul style="list-style-type: none"> • in its possession prior to the date of this Agreement; • independently developed by a Party; or • lawfully obtained by a Party from another person entitled to disclose such information.
Contract IP	means any Intellectual Property Rights created directly as a result of, or in the course of, the Service Provider providing the Services to Movember.
Data Protection Legislation	means all applicable legislation in force from time to time relating to the processing of personal data and privacy, including the <i>Privacy Act 1988</i> (Cth) and the EU General Data Protection Regulation 2016/679 (if applicable).
Deliverables	means the deliverables as set out in the Details.
End Date	means the end date as set out in the Details.
Fee	means the fee as set out in the Details.
Intellectual Property Rights	<p>means all intellectual property rights, including but not limited to the following rights:</p> <ul style="list-style-type: none"> • patents, copyright, rights in circuit layouts, designs, moral rights, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential; • any application or right to apply for registration of any of the rights referred to above; and • all rights of a similar nature to any of the rights above which may subsist anywhere in the world, whether or not such rights are registered or capable of being registered.
Law	means any statute, ordinance, code, regulation, by-law, local law, official directive, order, instrument, undertaking, applicable Government policy or

	guideline, applicable judicial, administrative or regulatory decree, judgment or order and any related conditions, authorisations, licences, permits, consents, or similar requirements, including all applicable rights and obligations under the common law.
Milestones	means the milestones as set out in the Details.
Parties	means Movember and the Service Provider and Party means either one of them.
Personal Information	has the meaning given in the definitions for 'personal information' or 'health information' (as applicable) in the relevant Privacy Law.
Privacy Laws	means the: <ul style="list-style-type: none"> • <i>Privacy Act 1988</i> (Cth) and the Australian Privacy Principles contained in this Act; • <i>Health Records Act 2001</i> (Vic) and the Health Privacy Principles contained in this Act; • any approved privacy code that applies to either of the Parties; and • EU General Data Protection Regulation 2016/679 (if applicable).
Services	means the services as set out in the Details which includes the Deliverables and Milestones.
Statement of Work	means a statement of work issued under this Agreement In the form set out in Appendix 1.
Statement of Work Commencement Date	means the commencement date set out in the relevant Statement of Work.
Statement of Work End Date	means the end date set out in the relevant Statement of Work.
Term	has the meaning given in clause 1.1.

22. INTERPRETATION

22.1 In this Agreement, unless the context indicates a contrary intention:

- (a) expressions have the meaning given to them in the Details and Defined Terms sections of this Agreement;
- (b) including and similar expressions are not to be treated as words of limitation;
- (c) an obligation not to do something includes an obligation not to cause and not to permit it to be done;
- (d) words denoting the singular include the plural and vice versa;
- (e) a reference to:
 - (i) an individual or person includes a corporation, partnership, venture, association, authority, trust, state or government;
 - (ii) a party is a party to this Agreement and includes that party's executors, administrators, successors and permitted assignees;
 - (iii) a document, including this Agreement, is to that document as amended, novated, renewed, substituted or supplemented at any time;

- (iv) any legislation is to any amendment, re-enactment, substitution or consolidation of that legislation, and includes any subordinate legislation issued under that legislation;
- (v) dollars or \$ is to an amount in Australian currency; and
- (vi) this Agreement is not to be construed against a Party because that Party was responsible for the drafting of this Agreement.

23. GENERAL

- 23.1 This Agreement is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 23.2 Any variation to this Agreement must be affected in writing and executed by each Party.
- 23.3 Each Party must promptly do whatever the other Party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.
- 23.4 This Agreement may consist of a number of counterparts and if so, the counterparts taken together constitute one document.
- 23.5 Each Party must pay its own legal and other costs and expenses of negotiating, preparing, executing, and performing its obligations under this Agreement.
- 23.6 A single or partial exercise or waiver by a Party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- 23.7 A Party is not liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 23.8 Any provision of this Agreement which is invalid or unenforceable is to be read down, if possible, to be valid and enforceable, and, if that is not possible, the provision shall, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.
- 23.9 Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

EXECUTION

Agreed by **Movember**

Signed for The Movember Group Pty Ltd as trustee for the Movember Foundation by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

Agreed by [insert name of the Service Provider]

Signed for [insert name of the Service Provider] by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

APPENDIX 1 - STATEMENT OF WORK

This Statement of Work is entered into and made a part of the Master Services Agreement dated [insert] (**Agreement**) between The Movember Group Pty Ltd as trustee for the Movember Foundation (**Movember**) and [insert name] (**Service Provider**).

In the event of any conflict between the terms and conditions of this Agreement and those of this Statement of Work, the terms and conditions of this Agreement will take precedence unless explicitly stated otherwise below. Any capitalized terms used but not defined herein shall have the meanings ascribed in the Agreement.

The Service Provider agrees to provide the Services and Movember agrees to pay the Fee in accordance with the terms of the Agreement.

Statement of Work		
1.	Services	[insert the services being provided by the Service Provider to Movember pursuant to this Agreement]
2.	Deliverables	[insert deliverables]
3.	Milestones	[insert milestones]
4.	Fee	[\$[insert fee]]
5.	Statement of Work Commencement Date	The date this Statement of Work is signed by both Parties
6.	Statement of Work End Date	[insert]

Signed on behalf of The Movember Group Pty Ltd as trustee for the Movember Foundation by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____

Signed on behalf of [insert name of the Service Provider] by its authorised representative:

Signature _____ Date _____

Print Name _____ Position _____