



Hill's Hospital Feeding Agreement

Thank you for choosing to feed Hill's™ Prescription Diet™ and Hill's Science Diet™ to the dogs and cats under the care of your hospital facility. By choosing to feed Hill's™, the Centre is ensuring that each of these patients receives the best nutrition available while in your care.

This Agreement confirms your decision to participate in the Hill's Hospital Feeding Program and, by signing this Agreement, the Centre agrees to the terms set out below for the specified Term, effective from the date this Agreement is signed by the parties.

PARTIES

Hill's Pet Nutrition Pty Ltd (ABN 86 003 954 550) ("Hill's")

Level 14, 365 George Street, Sydney, 2000, NSW

Key Hill's Contact Name:

Section 33(1)

And

University of Melbourne Veterinary Hospital (ABN 75 360 513 347) ("the Centre")

Address: 250 Princes Highway, Werribee, 3030, Victoria

Key Hospital Contact Name: Dr Caroline Mansfield, Hospital Director Telephone: +61 3 97312111 Email: cmans@unimelb.edu.au

Hill's™ Commitment

Subject to the Centre meeting the terms set out in this Agreement, Hill's agrees to provide, FREE OF CHARGE, the total value of quantities of Hill's™ Prescription Diet™ and Hill's Science Diet™ products (the "Products") set out below to the Centre between 1 January 2017 to 31 December 2019 (the "Term") (such value, quantities and products to be reviewed and agreed upon annually by the parties).

Hill's™ products to be supplied:

Prescription Diet™ and Science Diet™ as ordered by the Centre through SDR* to PVA*	Order frequency limited to no more than once monthly	Up to the total value of AUD\$20,000 RWP* per annum
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The Centre's Obligations

The Centre, in participating in the Hill's Hospital Feeding Program, holds a genuine belief that correct use of the Products may be beneficial to pets and enters into this Agreement on the basis of this genuine belief. The Centre warrants it will **not** recommend the Products to clients where it is not appropriate for a particular pet's nutritional or medical needs. In accordance with that genuine belief, the Centre will ensure that the following obligations are observed by all staff of the Centre during the Term:

1. Only feed, recommend and endorse Hill's™ Prescription Diet™ and Science Diet™ to its clients where in their professional opinion staff have a genuine belief that the Hill's product is appropriate in the circumstances for the pet.
2. Use feed products other than Hill's™ Prescription Diet™ and Science Diet™ in cases where in the staff member's professional opinion Hill's™ Prescription Diet™ and Science Diet™ is not suitable.
3. Display a sign in a prominent place in its waiting room stating "UoM feeds and recommends Hill's™ Prescription Diet™ and Hill's Science Diet™" or equivalent wording to be mutually agreed upon by the parties, that in either

case, the Centre warrants will convey a genuine belief held by the Centre in relation to Hill's products. The sign will, on request, be supplied by Hill's.

4. Subject to clause 2 above, to ensure a dietary recommendation for the appropriate Hill's product is included where applicable in the written discharge instructions to the pet owner for all appropriate cases seen through the Centre (and that the referring veterinarian will also be informed of the recommended diet where applicable).
5. To offer to sell the initial supply of recommended Hill's pet food to the client (and commit to keeping sufficient product in stock purchased through your nominated wholesaler for this purpose).
6. Not to feed its patients with free pet food products provided by a supplier of pet food products other than Hill's while the Centre is feeding its patients with products supplied by Hill's under this Agreement unless the patient's medical needs require a diet not available from Hill's.
7. To ensure Centre staff receives training from Hill's at least twice annually.
8. To ensure Centre staff, and especially new Centre staff, are aware of the nature and the extent of the agreement with Hill's by sending an annual staff email outlining the terms of this Agreement. The wording for this email or letter is to be decided upon by the Centre practice management in conjunction with Hill's Key Contact.
9. To conduct annual reviews and provide an annual report to Hill's Key Contact on case numbers.

10. The following further terms:

Use of the Products up to the Agreed Value: Products up to the Agreed Value are to be used exclusively for feline and canine patients hospitalised at the centre and are not to be given away or sold to pet owners or the Centre staff. RWP* means Recommended Wholesale Price, SDR* means Stock Dispatch Request, PVA* means Professional Veterinary Affairs. **Term and Termination:** The terms and conditions of this proposal will continue for the Period or until this proposal is terminated with 30 days' notice in writing by either party. This Agreement is only valid for the Term specified, unless terminated earlier. Hospital food orders to Hill's under this Agreement can be made by contacting your Centre's Hill's Territory Manager or Hill's Veterinarian. **Confidentiality:** This document contains proprietary material. Any review, copying, transmission, dissemination or other use of, or taking action in reliance upon this information, by anyone other than the Centre named without prior written approval from Hill's, is prohibited. **Privacy statement:** By signing this Agreement, the Centre accepts that any personal information provided on this form will be held by Hill's™ and used solely for the purpose of administering this Agreement. **Miscellaneous:** The Centre cannot assign this Agreement or any of its rights or obligations without the prior written consent of Hill's. A variation of any of the terms of this Agreement must be in writing and signed by the parties. Any provision of this Agreement which is illegal, void or unenforceable in whole, or in part, is ineffective to the extent only of such illegality, voidance or unenforceability without invalidating the remaining provisions or parts of those provisions. This Agreement constitutes the entire agreement between the parties in respect of its subject matter, and supersedes and replaces any prior or collateral negotiation or agreement between the parties in relation to its subject matter. The law governing this Agreement will be the law of Australia. Compliance with the attached Hill's FCPA policy

Executed as an Agreement

SIGNED for and on behalf of **THE UNIVERSITY OF MELBOURNE** in the presence of:

.....
Signature of authorised person

.....
Signature of Witness

.....
Office held

.....
Name of Witness (block letters)

.....
Name of authorised person (block letters)

.....
Date

Signature (by Hill's Authorised Officer).....

Full Name Hill's Authorised Officer/Representative.....

Date.....

HILL'S FCPA & ANTI-BRIBERY POLICY

Our Anti-Bribery Commitment

Hill's commitment to dealing legally and ethically applies worldwide. We comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), everywhere we do business, and we expect the same of the third parties with whom we work. While the FCPA prohibits, among other things, bribery of foreign government officials and entities, other anti-bribery laws, like the UK Bribery Act, prohibit commercial bribery between private individuals and entities.

Hill's people and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision.

This prohibition includes any facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function (for example, small payments made to an official to move Hill's application to the front of the line or to shorten the time frame in which services or other actions are provided). Any official fees supported by government-issued receipts do not qualify as improper payments.

Maintaining Accurate Books and Records

No payment by or on behalf of the Company shall be approved or made if any part of the payment is to be used for an unlawful or improper purpose, or for any purpose other than that described by valid documents supporting the payment. No false or misleading entries should be made in any books or financial records of the Company for any reason.

Any expenses that an employee or third party incurs on Hill's behalf or in connection with our business shall not be reimbursable unless they are lawful and supported by detailed documentation including, for example, valid invoices or receipts.

Expenditures Related to Government Officials

No funds may be provided to or spent on behalf of a government official or entity, directly or indirectly, without advance written approval from Hill's Global Legal Organization. This includes any payments, gifts, donations, entertainment, travel, meals, or other items of value. (For additional information, please review the Global Policy on Expenditures Related to Government Officials & Governments.) Advance approval is not required for official fees supported by government-issued receipts (e.g., permit or license fees).

Please note that the term "government official" is widely defined and may include individuals who are employed by any public or state-affiliated institution or organization or who act in an official capacity in any way, whether full-time, part-time or unpaid. Government officials can be found in every branch and level of government and public life and may include anyone from low-level customs employees, to employees of state-owned media outlets, to high-ranking lawmakers, as well as researchers, professors, teachers, dentists, veterinarians, or other professionals and Key Thought Leaders. If you are in doubt as to whether an individual could be considered a government official, you should contact the Global Legal Organization.

Commercial Bribery

In addition to prohibiting bribery of government officials, Hill's also prohibits its employees and third parties from engaging in bribery of private parties. You should not seek to improperly influence the judgment or conduct of any party with whom you might be conducting Company business by offering or providing any payments, gifts or other benefits, or by any other unlawful inducement.

Our Expectations

Hill's reputation depends on the conduct of our employees as well as the conduct of those with whom we do business. It is our goal to ensure that Hill's People and the third parties with whom we work reflect the same high ethical standards and demonstrate a commitment to compliance with all applicable laws. We further expect our third parties to ensure that their employees and subcontractors understand and comply with this Anti-Bribery Policy.

Failure to comply with this Anti-Bribery Policy or any applicable anti-bribery laws, including but not limited to the FCPA, may result in civil or criminal penalties, as well as termination of the employment or business relationship.

Any questions regarding this policy may be directed to HillsLegal_Sydney@hillspet.com.

Legal Services: Execution Request Form

Signatory(s) Section 33(1)

Type of Matter Non-Research Research

Document Title Material Transfer Agreement

Background Mars Foods are the Australian distributors of Advance brand dog food. The death and serious illness of a number of police dogs from megaoesophagus has attracted media attention. Mars' premium range Advance Dermocare has been linked to the deaths and serious illness of police dogs and family pets in the media.

U-Vet has provided clinical forensic and investigative services to Victoria Police whose cohort of police dogs were affected by megaoesophagus. Victoria Police are seeking to negotiate a settlement with Mars over the death and serious illness of a number of dogs. They are relying on the information provided by the University in their discussions with Mars. Resolution is protracted and it is possible that litigation may ensue.

Mars wished to obtain access to the work being done for Vic Police. Neither the University nor Vic Police felt this was appropriate in all the circumstances. As an alternative, U-Vet proposed a separate piece of independent research on Advance Dermocare subject to certain conditions.

Mars has agreed to provide U-Vet with unopened samples of dog food, raw ingredients samples, batch and production information, and information regarding their manufacturing processes under a Material Transfer Agreement (MTA). The funding for the independent testing is uncertain and may not proceed for this reason. Signing the MTA would enable the testing to proceed if funding is secured by U-Vet.

Other party(s) Mars Australia Pty Ltd

Approval(s) Section 33(1)

Caroline Mansfield, Associate Professor- Small Animal Medicine, Veterinary Clinical Sciences, T: 9731 2111, E: cmans@unimelb.edu.au

Instructor(s) Caroline Mansfield, Associate Professor- Small Animal Medicine, Veterinary Clinical Sciences, T: 9731 2111, E: cmans@unimelb.edu.au

Contract Manager As above

Term From execution until completion of the research.

Issues, key terms and risks *This document is based on the University's Material Transfer Agreement. We have agreed to provide Mars Australia with updated on the progress of the enquiry/research. We have agreed to provide Mars with a copy of the final Report and all related test results at least 5 days prior to publication or public disclosure.*

Contract value *In kind contribution*

Legal Services Contact Section 33(1)

File Numbers CR No: 18/3565 Lex: 32021

Client Reference Section 33(1)

22/8/10

Date August 2018

Instructions for signing *Please sign and date one copy.*

Office Use Only *This is a RIC orphan. Please send our executed counterpart by email to*
Instructions for Distribution

Section 33(1)

CC Caroline Mansfield



MATERIALS TRANSFER AGREEMENT

(THIRD PARTY TO SUPPLY MATERIALS TO UoM)

THIS AGREEMENT is executed on the 27th day of AUGUST 2018

BETWEEN

THE UNIVERSITY OF MELBOURNE (ABN 84 002 705 224) of Parkville, Victoria 3010, a body politic and corporate established in 1853 and constituted under the *University of Melbourne Act 2009* (Vic)

(the University)

AND

THE SUPPLIER SPECIFIED IN ITEM 1 OF THE SCHEDULE

(the Supplier)

RECITALS

- A. The University has requested the Supplier to provide certain Materials for the Purpose.
- B. Supplier has agreed to make the Materials available to the University on the terms and conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

Agreement means this agreement together with any schedules or annexures and any amendments made in accordance with this agreement.

Business Day means a day that is not a Saturday, Sunday or a University holiday as indicated on the University calendar as amended from time to time.

Deliverables means activities undertaken for the Purpose, the reports and other materials embodying data, results and other information produced for the Purpose.

End Date means the date listed in item 2 of the Schedule.

Intellectual Property or **IP** means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of this Agreement.

Materials means the materials (whether of a biological, chemical, mechanical or other nature), related information and data supplied by Supplier as detailed in item 3 of the Schedule.

Notice means any notice, demand, consent or other communication whatsoever given or made under this Agreement and must be in writing.

Purpose means the purpose as described in item 4 of the Schedule.

Start Date means the date on which the Materials are first provided to the University.

1.2 The following rules apply unless the context requires otherwise:

1.2.1 Headings are for convenience only and do not affect interpretation

- 1.2.2 The singular includes the plural and conversely.
- 1.2.3 A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- 1.2.4 A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or annexure to, this Agreement.

2. SUPPLY OF THE MATERIALS

- 2.1 The University has requested the Supplier to supply, and the Supplier has agreed to supply, the Materials to enable the University to use the Materials for the Purpose.

3. USE OF THE MATERIALS.

- 3.1 The University:
 - 3.1.1 must not use the Materials in any human body fluids, extracts of human tissues, human tissue in explant culture or human cells in cell culture, without the prior written consent of the Supplier; and
 - 3.1.2 acknowledges that, to the extent permitted by law, the Supplier excludes all warranties of merchantability, fitness for a particular use, safety or quality in relation to the supply of the Materials.
- 3.2 The University will provide the Supplier with the results of any tests conducted in respect of finished product and raw material samples comprised in the Materials at the same time as providing a copy of the final report in accordance with clause 6.2, or earlier in the University's absolute discretion.
- 3.3 The University will advise the Supplier upon completion of:
 - 3.3.1 testing;
 - 3.3.2 analysis; and
 - 3.3.3 the final report on the results and findings made during the investigation

4. INTELLECTUAL PROPERTY

- 4.1 The Supplier grants the University a non-exclusive, royalty-free licence to use the Materials solely for the Purpose.
- 4.2 The Supplier warrants that, to the best of its knowledge, it is entitled to make the Materials available to the University.
- 4.3 The Supplier shall not make any claim asserting that it owns any right or interest in the Deliverables.
- 4.4 The University shall not make any claim asserting that it owns any right or interest in the Materials or any improvements or modifications to the Materials.

5. PRIVACY

- 5.1 Each party must comply with its obligations under all applicable laws in relation to the collection, storage, use and disclosure of any personal or health information related to this Agreement.

6. PUBLICATION

- 6.1 The Supplier acknowledges that the University may wish to publish or otherwise publicly disclose results generated using, or incorporating, the Materials ('Publication').
- 6.2 The University will provide the Supplier with a copy of the final report at least 5 days in advance of its publication.
- 6.3 The Supplier acknowledges the University's obligations to deposit in the University's library a copy of any student's thesis or work submitted for a higher degree.

7. GENERAL PROVISIONS

- 7.1 **Governing Law.** This Agreement is governed by the laws of Victoria, Australia. The parties submit to the jurisdiction of the courts of Victoria and any courts which may hear appeals from those courts.
- 7.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior oral or written representations and agreements.
- 7.3 **Dispute.** A party claiming that a dispute has arisen under this Agreement ('**Dispute**') must notify the other party giving written details of the Dispute. The parties agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute and will refer resolution of the Dispute to officers within each party who are authorised to hear the Dispute before commencing any legal proceedings in relation to the Dispute. Any Dispute which cannot be settled between the parties within a reasonable time must be referred for determination by a person appointed for that purpose by the parties and failing agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia (Victorian Division). Any determination made under this sub-clause is binding on the parties and the *Commercial Arbitration Act 2011* (Vic) applies to the determination except to the extent otherwise agreed by the parties. Nothing in this sub-clause will prevent a party from seeking urgent interlocutory relief.
- 7.4 **Severance.** If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed deleted but only to the extent necessary and the remaining provisions of this Agreement shall remain in full force and effect.
- 7.5 **Relationship of the parties.** The parties are independent contracting parties, and nothing in this Agreement shall make any party the agent or representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- 7.6 **Notice.** Notices must be in writing and signed by a duly authorised person. Notices to or by a party delivered in person are deemed to be given by the sender and received by the addressee when delivered to the addressee: if by domestic post, 10 Business Days from and including the date of postage.
- 7.7 **Force Majeure.** Neither party shall be liable for the consequences of any delay or failure to perform its duties under this Agreement where such delay or failure is due to any event beyond that party's reasonable control, including without limitation, acts of God, fire, flood, accident, terrorism, strike and riot.
- 7.8 **Use of the parties' logos.** Neither party may use the other party's logo without prior written consent.
- 7.9 **Counterparts.** This Agreement may be executed in counterparts including faxed, emailed and electronic counterparts, all of which when taken together constitute one and the same binding instrument.

Material Transfer Agreement

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of **THE UNIVERSITY OF MELBOURNE** in the presence of:

Section 33(1)

Signature of Witness

Section 33(1)

Name of Witness (block letters)

)
)
)
)

Section 33(1)

Name of authorised person (block letters)

SIGNED for and on behalf of **THE SUPPLIER** in the presence of:

Section 33(1)

Name of Witness (block letters)

)
)
)
)

Section 33(1)

Name of authorised person (block letters)

[The **last party** to sign the Agreement must complete the date field on the first page. If the Agreement is signed by counterparts, both **parties** must complete the date field on the first page and the later of the two dates shall be taken as the date of the Agreement.]

Section 33(1)



CONFIDENTIALITY. This email and any attachments are confidential and may also be privileged. If received in error, please do not disclose the contents to anyone, but notify the sender by return email and delete this email and any attachments from your system.



Please consider the environment before printing this email

From: Caroline Mansfield [<mailto:cmans@unimelb.edu.au>]
Sent: Wednesday, 2 May 2018 8:35 AM
To: [redacted] Section 33(1)
Cc: Head, Melbourne Veterinary School <hos-mvets@unimelb.edu.au>
Subject: Dermocare Investigation

Dear [redacted] Section 33(1)

I left my work phone on charge yesterday, and didn't have any opportunity to return your phone calls. As I am flying to the US for 1 week this morning, it is probably more convenient to continue the conversation by email, or to arrange a phone call upon my return (the 9th).

Irrelevant

Additionally, our opinion is that an independent and robust investigation would be of most benefit to all parties, especially Mars. The Uni of Melbourne has the expertise to conduct an investigation such as this, and any expertise that we do not have in house, we will seek independent external advice. As such, we believe that the University should lead, conduct and report on the investigation without any restrictions. This means we would do the epidemiological analysis (including VetCompass), toxicological screening, additional sample/batch testing as well as histology sampling and submission.

That being said, there are advantages to working together in some aspects of the investigation. For this end, a materials transfer agreement (MTA) without any restrictions on publication/IP could be appropriate to outline this arrangement. If you are in agreement, we could facilitate preparation of an MTA that would outline the following transfer of information:

From Mars to Uni of Melb:

- Case data reported through the Mars hotline to ensure all cases are logged by the Uni of Melb team.
- Batch and production information, including full list of ingredients and manufacturing process of Advance Dermocare.
- Any advice or suggestions for investigation that Mars feels would be beneficial (in writing and sent by email).

From Uni of Melb to Mars:

- Number and demographic information about new cases reported, when owner consent is given.
- If toxicological or nutritional testing is received that indicates a potential aetiology, we would make this known to Mars before public dissemination

Please let me know if you would like to go ahead with this, or wait for my return to discuss in person. Our analysis and investigation will continue during my absence.

Best wishes,
Caroline

Assoc Prof Caroline Mansfield
Head of U-Vet Hospital
Faculty of Veterinary and Agricultural Sciences,
University of Melbourne,
250 Princes Highway, Werribee, Victoria 3030, Australia

T: +61 3 9731 2111 (office) 0466 500 507 (mobile)

F: +61 3 9731 2377

E: cmans@unimelb.edu.au



VetCompass brings big data benefits and epidemiology expertise to the companion animal and equine sectors of vet science and patient care. Visit: vetcompass.com.au

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IRRELEVANT

From Section 33(1)

Sent: Tuesday, 15 May 2018 4:22 PM

To: Caroline Mansfield <cmans@unimelb.edu.au>

Cc: Head, Melbourne Veterinary School <hos-mvets@unimelb.edu.au>;

Section 33(1)

Section 33(1)

Subject: RE: Dermocare Investigation - MTA

Thanks again for the meeting last Thursday and it was good to meet with you Glenn (by TC).

Firstly, we greatly appreciate that you will be leading the investigation and have full independence to report and publish the findings. Mars' offers full support to achieve the common goal we share to identify the causative factor/s on MO in ADVANCE Dermocare.

The University of Melbourne (Caroline) will lead the investigation.

Given Mars' knowledge of the product, ingredients and processing, and our need to understand the source of whatever causative factor/s that have entered our product, we propose that Mars will undertake a work stream of testing of products and ingredients and share these results. A copy of our proposed testing plan is being sent under separate cover. We will appreciate your guidance and interpretation of this work.

As requested on Thursday, we suggest some further considerations for inclusions of points in the MTA that you will propose.

In the attached document for discussion, the section in blue text captures the specific exchange of information areas we consider important to make the investigation efficient and comprehensive, and hope that this will form the basis for the MTA you will propose. We have also outlined how we see both parties working collaboratively with your leadership. You may choose to consider or include as much of this as you see appropriate.

We will be pleased to discuss or clarify any points by TC at your convenience.

We look forward to receiving your proposed MTA.

regards,

Section 33(1)



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Please consider the environment before printing this email

From: Bektash, Roger

Sent: Thursday, 3 May 2018 11:06 PM

To: 'Caroline Mansfield' <cmans@unimelb.edu.au>

Cc: Head, Melbourne Veterinary School <hos-mvets@unimelb.edu.au>;

Section 33(1)

Section 33(1)

Subject: RE: Dermocare Investigation

Thanks for your note. I trust that your travels are going to plan.
It was unfortunate we did not have a chance to speak before you departed.

As discussed before, we share the same objectives to:

- Identify the root cause and any associated factors,
- Ensure an independent investigation led by yourself, with the freedom (indeed encouragement) to publish the results in a peer reviewed scientific veterinary journal.
- Collaborate in sharing data and information to make the investigation as effective and efficient as possible.
- Agree a "no surprises" approach to any conclusions reached and the public release of findings.

We appreciate the sensitivity that "industry involvement and/or funding" may arouse, and desire our collaboration to be transparent, to protect both parties.

The Research Agreement was proposed to achieve these objectives, however we will be pleased to consider an alternative arrangement that can deliver the results that we all want.

We look forward to your proposal for an MTA that can address these mutual objectives.

Irrelevant

Irrelevant

I would suggest a meeting with your team and HOS, as soon as possible on your return (say Thursday or Friday next week).

regards,

Section 33(1)



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From: Caroline Mansfield [<mailto:cmans@unimelb.edu.au>]
Sent: Wednesday, 2 May 2018 8:35 AM
To: [redacted] Section 33(1)
Cc: Head, Melbourne Veterinary School <hos-mvets@unimelb.edu.au>
Subject: Dermocare Investigation

Dear [redacted] Section 33(1)

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Irrelevant

Additionally, our opinion is that an independent and robust investigation would be of most benefit to all parties, especially Mars. The Uni of Melbourne has the expertise to conduct an investigation such as this, and any expertise that we do not have in house, we will seek independent external advice. As such, we believe that the University should lead, conduct and report on the investigation without any restrictions. This means we would do the epidemiological analysis (including VetCompass), toxicological screening, additional sample/batch testing as well as histology sampling and submission.

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Best wishes,
Caroline

Assoc Prof Caroline Mansfield
Head of U-Vet Hospital
Faculty of Veterinary and Agricultural Sciences,
University of Melbourne,
250 Princes Highway, Werribee, Victoria 3030, Australia

T: +61 3 9731 2111 (office) 0466 500 507 (mobile)

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E: cmans@unimelb.edu.au



VetCompass brings big data benefits and epidemiology expertise to the companion animal and equine sectors of vet science and patient care. Visit: vetcompass.com.au

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I left my work phone on charge yesterday, and didn't have any opportunity to return your phone calls. As I am flying to the US for 1 week this morning, it is probably more convenient to continue the conversation by email, or to arrange a phone call upon my return (the 9th).

Irrelevant

Additionally, our opinion is that an independent and robust investigation would be of most benefit to all parties, especially Mars. The Uni of Melbourne has the expertise to conduct an investigation such as this, and any expertise that we do not have in house, we will seek independent external advice. As such, we believe that the University should lead, conduct and report on the investigation without any restrictions. This means we would do the epidemiological analysis (including VetCompass), toxicological screening, additional sample/batch testing as well as histology sampling and submission.

That being said, there are advantages to working together in some aspects of the investigation. For this end, a materials transfer agreement (MTA) without any restrictions on publication/IP could be appropriate to outline this arrangement. If you are in agreement, we could facilitate preparation of an MTA that would outline the following transfer of information:

From Mars to Uni of Melb:

- Case data reported through the Mars hotline to ensure all cases are logged by the Uni of Melb team.

- Batch and production information, including full list of ingredients and manufacturing process of Advance Dermocare.
- Any advice or suggestions for investigation that Mars feels would be beneficial (in writing and sent by email).

From Uni of Melb to Mars:

- Number and demographic information about new cases reported, when owner consent is given.
- If toxicological or nutritional testing is received that indicates a potential aetiology, we would make this known to Mars before public dissemination

Please let me know if you would like to go ahead with this, or wait for my return to discuss in person. Our analysis and investigation will continue during my absence.

Best wishes,
Caroline

Assoc Prof Caroline Mansfield
Head of U-Vet Hospital
Faculty of Veterinary and Agricultural Sciences,
University of Melbourne,
250 Princes Highway, Werribee, Victoria 3030, Australia

T: +61 3 9731 2111 (office) 0466 500 507 (mobile)
F: +61 3 9731 2377
E: cmans@unimelb.edu.au



VetCompass brings big data benefits and epidemiology expertise to the companion animal and equine sectors of vet science and patient care. Visit: vetcompass.com.au

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IRRELEVANT

Irrelevant

Irrelevant

From: [redacted] Section 33(1)
Sent: Monday, 25 June 2018 10:47 AM
To: [redacted] Section 33(1)
Cc: [redacted] Section 33(1); [redacted] Section 33(1)
Subject: RE: HPE CM: MTA: MU and Mars

Dear [redacted] Section 33(1)

We refer to your emails with [redacted] Section 33(1) regarding the proposed MTA [redacted] Section 33(1) as she is currently overseas.

We have reviewed the changes in the version of the MTA that you circulated on 15 June 2018 with Mars. A further version of the MTA is attached with some additional changes highlighted in yellow which Mars would like to make. We understand that new clause 3.2 has been discussed and agreed by Mars with Professor Caroline Mansfield.

We look forward to receiving your response as soon as possible.

Best regards,

[redacted]
Section 33(1)

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Thank you.

From: [redacted] Section 33(1)
Sent: Friday, 15 June 2018 11:44 AM
To: [redacted] Section 33(1)
Subject: RE: HPE CM: MTA: MU and Mars

Dear [redacted] Section 33(1)

Please find attached marked up MTA for your further review which takes into consideration the matters raised in your email below.

I look forward to your response.

Regards

Section 33(1)

Legal Services | Legal and Risk
Level 4, 161 Barry Street, Parkville
The University of Melbourne, Victoria 3010 Australia

Section 33(1)

unimelb.edu.au | facebook.com/unimelb | twitter.com/unimelb

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I acknowledge the Traditional Owners of the land on which I work, and pay my respects to the Elders, past and present.

CRICOS: 00116K

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From: Section 33(1)
Sent: Tuesday, 12 June 2018 1:43 PM
To: Section 33(1)
C Section 33(1)
Subject: HPE CM: MTA: MU and Mars

CONFIDENTIAL

Dear Section 33(1)

Thank you for your time earlier today and for reaching out.

My specific comments on the draft MTA are as follows:

Section 34(1)(b)

Section 34(1)(b)

Those were the main legal concerns with the MTA. I would be very grateful if you considered each of these points and how we might arrive at a compromise in the spirit of collaboration.

Many thanks,

Section 33(1)



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IRRELEVANT

Section 32(1)

IRRELEVANT

Section 32(1)

IRRELEVANT

Section 32(1)

From: [Redacted] Section 33(1)

Sent: Wednesday, 18 July 2018 8:21 AM

To: [Redacted] Section 33(1)

Cc: [Redacted] Section 33(1)

Subject: MTA: MU and Mars

Good morning [Redacted] Section 33(1)

I attach a slightly revised version of our MTA. I note that changes you made to the last draft provided are still highlighted in yellow (as the document is password protected I am not able to accept the mark up). I note the following points:

[Redacted] 34(1)(b)

[Redacted] Section 33(1) please have a final read through the attached version of the MTA to confirm that MU are happy with its terms. Hopefully we are now there and can execute shortly.

Many thanks,

[Redacted] Section 33(1)



CONFIDENTIALITY. This email and any attachments are confidential and may also be privileged. If received in error, please contact [Redacted]

Section 32(1)

Section 32(1)

Section 33(1)

Section 33(1)

Section 34(1)(b)

Section 33(1)

Section 32(1)

IRRELEVANT

Irrelevant

Section 32(1)

Section 32(1)

IRRELEVANT

From [redacted] Section 33(1)
Sent: Wednesday, 25 April 2018 9:12 PM
To: Caroline Mansfield <cmans@unimelb.edu.au>
Cc: [redacted] Section 33(1)
Subject: Re: Proposed Research Grant and draft scope of work

That's ok , I will be pleased to have your thoughts on how best to structure such and arrangement.

Irrelevant

Sent from my iPhone

On 25 Apr 2018, at 5:07 pm, Caroline Mansfield <cmans@unimelb.edu.au> wrote:

I will need to discuss it informally with a few people first, so I will let you know when I have more information, hopefully Monday/Tuesday of next week.

From [redacted] Section 33(1)
Sent: Tuesday, 24 April 2018 1:21 PM
To: Caroline Mansfield <cmans@unimelb.edu.au>

[redacted] Section 33(1)

Subject: Re: Proposed Research Grant and draft scope of work

That sounds a good idea and I would appreciate discussing further.

Please let me know when would be a good time to talk?

Sent from my iPhone

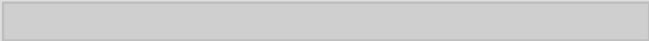
On 24 Apr 2018, at 12:53 pm, Caroline Mansfield <cmans@unimelb.edu.au> wrote:

Thank you [redacted] will pass this on to our Executive and also legal team.

As this may take some time, I was wondering if you would consider developing an MTA (material transfer agreement), where we articulate what data/information can be shared (at no cost). This may be a way for us to continue to work together.

Kind regards,
Caroline

Irrelevant



Irrelevant

IRRELEVANT

Section 32(1)

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Cc: Section 33(1)
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That's ok , I will be pleased to have your thoughts on how best to structure such and arrangement.

I am also aware Section 33(1) may have some information regarding fixing of tissue samples for best stability and preservation to discuss too.

Sent from my iPhone

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[redacted] Section 33(1)

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Kind regards,
Caroline

[redacted]

Irrelevant

Irrelevant

IRRELEVANT

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[redacted] Section 33(1)

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[redacted]
[redacted]
Irrelevant