



THE UNIVERSITY
of ADELAIDE

Ref: 2014/10132

Ms Rachael Shaw
Shaw & Henderson
Level 1, 329 King William Street
Adelaide SA 5000

By email: rshaw@shawandhenderson.com.au

27 June 2016

Dear Ms Shaw

Lonsdale v University of Adelaide

The University accepts the offer set out in your letter of 19 June 2016. Enclosed is a copy of Document 8.

Yours faithfully

Geraldine Yam
Associate Director, Legal Services

**FDN
IN THE DISTRICT COURT OF SOUTH AUSTRALIA
ADMINISTRATIVE AND DISCIPLINARY DIVISION**

**IN THE MATTER OF AN APPEAL UNDER SECTION 40
OF THE FREEDOM OF INFORMATION ACT 1991**

No. DCCIV 1141 of 2015

BETWEEN:

TOM LONSDALE
Appellant

and

UNIVERSITY OF ADELAIDE
Respondent

**THIS IS THE EXHIBIT MARKED 'GY-2' REFERRED TO IN THE
AFFIDAVIT OF GERALDINE YAM SWORN ON 29th APRIL 2016**

Before me:


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AMANDA JANE HARFIELD
A Commissioner for taking Affidavits
in the Supreme Court of South Australia

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Hill's Pet Nutrition Hospital Feeding Agreement

Thank you for choosing to feed Hill's Prescription Diet™ and Science Diet™ to the dogs and cats in your care in your hospital facility. By choosing to feed Hill's™, your veterinary health service 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, your hospital agrees to the terms, conditions and obligations set out below for the specified Term, effective from the date this Agreement is signed by the parties.

Name of Hospital: Companion Animal Health Centre, University of Adelaide (UoA)

Please provide ABN/ company number and state full company name above.

Address: University of Adelaide Roseworthy Campus, Roseworthy, South Australia, 5371

Key Hospital Contact Name: Diane Whatling

Telephone Number: +61 8 8313 1999 Email: diane.whatling@adelaide.edu.au

Hill's PVA Veterinarian: Dr Jennifer Ervin Hill's VTM: Georgia van Driel

Hill's™ Commitment

Subject to the Companion Animal Health Centre (the "Centre") meeting the terms, conditions and obligations set out in this Agreement, Hill's Pet Nutrition™ ("Hill's") agrees to provide, FREE OF CHARGE, the total value of quantities of Hill's Prescription Diet™ and Science Diet™ products (the "Products") set out below to your centre between 1 January 2015 to 31 December 2017 (the "Term") (such value, quantities and products to be reviewed annually, to feed canine and feline patients hospitalised in your centre's care).

Hill's™ products to be supplied:

Hill's Prescription Diet™ and Science Diet™ as ordered by the Companion Animal Centre through SDR to PVA or VTM	No more frequently than one order per month	Up to the total annual value of \$10,000 RWP
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Companion Animal Health Centre's Obligations

The Companion Animal Health Centre holds a genuine belief that correct use of the Products is beneficial to pets and enters into this Agreement on the basis of this belief. The centre warrants it does 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 and under this Agreement, the Centre will ensure that the following obligations are observed within the Centre during the Term:

1. Recommend and endorse Hill's Prescription Diet™ and Science Diet™ to its clients when the patient has been fed Hill's food in hospital as one of its preferred choices of Premium Pet Food (believing that to be the case).
2. Display Hill's™ products in a prominent position and keep the display in excellent condition.
3. To place a sign in its reception area stating "The Companion Animal Health Centre feeds and recommends Hill's" Or "The Companion Animal Centre thanks Hill's Pet Nutrition for providing quality nutrition for patients at our hospital" or other wording to be mutually agreed upon in writing that in either case, the Centre warrants

will convey a genuine belief held by the Centre in relation to Hill's Prescription Diet™ and Science Diet™ Products. The sign will be supplied by Hill's and will be in a prominent position to be agreed upon by Hill's and the Centre.

4. Support Hill's national focus activities and marketing campaigns where applicable.
5. To offer to sell the initial supply of Hill's Products to the pet owner where those Products are considered consistent with the nutritional and medical interests of the Patient. (The reference to "initial supply" is to supply for use upon discharge of the Patient from the Centre and the sale of Products referred to in this clause is to sales of Products acquired by the Centre otherwise than through the free supplies provided under this agreement.)
6. Conduct annual reviews with Hill's Territory Manager or Hill's Veterinarian..

7. The following further terms and conditions:

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 Clinic staff. **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. **Confidential:** 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. 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 ??? The Centre acknowledges and agrees that it is acquiring the services of Hill's under this Agreement for the purposes of a business and accordingly the provisions of the Consumer Guarantees Act 1993 will not apply to such supply? NZ? **FCPA Provisions:** to be added by Hill's legal

Executed as an Agreement

Signature (Companion Animal Health Centre's Authorised Officer/Representative).....

Name of Companion Animal Health Centre's Authorised Officer/Representative.....

Date.....

Signature (Hill's Pet Nutrition Australia).....

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

Date.....