

HILL'S FCPA & ANTI-BRIBERY POLICY

Hill's is committed to ethical business practices and to acting with integrity in all aspects of its business. Hill's reputation for integrity is a vital business asset that depends upon the commitment of all Hill's directors, officers and employees everywhere to act in accordance with Hill's parent company's (Colgate's) Code of Conduct and all applicable laws and regulations. Hill's reputation depends not only on its own conduct, but also on the conduct of those with whom it does business. It is Hill's goal to ensure that all of its vendors, including without limitation suppliers, distributors, contractors, consultants, counterparties and agents (referred to hereafter as "Vendors") reflect the same high ethical standards as Hill's and demonstrate a commitment to compliance with all laws governing their activities, including laws prohibiting bribery or corruption. It is therefore required that Hill's Vendors share this commitment to FCPA and anti-bribery compliance as set forth below:

(a) Our Vendors are aware that anti-bribery and anti-corruption laws around the world generally prohibit bribery of governmental officials and among private commercial parties, including the giving or receiving of bribes in connection with conducting business. More specifically, these laws prohibit people and organizations, or those acting on their behalf, from:

- (i) paying or offering to pay money or anything of value, directly or indirectly, to (A) a government official to influence that official to secure an improper advantage or obtain or retain business, or (B) any private person or organization to induce any person to improperly perform a function or activity in connection with a business or organization, a person's employment, or a public function; and
- (ii) requesting, agreeing to receive, or accepting a financial or other advantage in exchange for improper performance of a function or activity in connection with a business or organization, a person's employment, or a public function.

(b) Our Vendors have not undertaken and will not undertake any action that would cause them or Hill's to be in violation of any anti-bribery laws, nor have they been accused of conduct that would violate any anti-bribery laws.

(c) Our Vendors understand that it is their responsibility to ensure that their employees and representatives understand and comply with this FCPA and Anti-Bribery Policy.

(d) Our Vendors understand that failure to adhere to this FCPA and Anti-Bribery Policy may cause Hill's to terminate the business relationship.



THE UNIVERSITY OF SYDNEY

The University of Sydney

ABN: 15 211 513 464

Tax Invoice

Royal Canin Australia
 Dr Michelle Coles
 4/247 Ferntree Gully Rd
 MOUNT WAVERLEY VIC 3149
 Australia

Page: 1
 Invoice No: A1-043142
 Invoice Date: 06/09/2013
 Terms Strictly: Net 30
 Due By: 06/10/2013

Customer Number: 4000014883

Remit to:
 The University of Sydney
 Cashiers - Debtors, Level 3, G02
 SYDNEY NSW 2006
 Australia

DUE [REDACTED] AUD

For Billing Queries please call: 2 9351 3152

Line	Description	Qty	Rate	Amount
1	Sponsorship - PiVE Conference 2013 SUPPORTING Partner	1.00	[REDACTED]	[REDACTED]
	GST		[REDACTED]	[REDACTED]
	Sub-TOTAL			[REDACTED]
	GST-TOTAL			[REDACTED]
INVOICE TOTAL (AUD)				[REDACTED]



THE UNIVERSITY OF SYDNEY
 ABN: 15 211 513 464

Customer No: 4000014883

DUE [REDACTED] AUD

Methods of Payment: Invoice No : A1-043142

INTERNET: Go to www.epay.usyd.edu.au and click on **Pay My Customer Statement**.

Please quote Invoice No. in the reference field.

MAIL: Cheque/money order made payable to The University of Sydney. Forward this portion with your payment to: (Please refer to the address in the Remit to section above).

EFT: The University of Sydney, National Australia Bank - BSB 082-372 Account 509448377. Swift code: NATAAU3302S.

Remittance advices on day of transfer must be forwarded to finance.remit@sydney.edu.au or fax (02) 8627 8640.

The University of Sydney
Invoice Print Summary - Selected Bills

Report ID: (s3BSUINV1 vers 1.00
Report Action: Tax Invoice

Page No. 1
Run Date 06/09/2013
Run Time 15:13:33

<u>Business Unit</u>	<u>Number of Bills</u>	<u>Total Invoice Amount</u>	<u>Currency</u>
DEBTR	1	██████████	AUD

Total number of bills printed: 1



THE UNIVERSITY OF
SYDNEY

The University of Sydney

ABN: 15 211 513 464

Tax Office

Royal Canin
Dr Michelle Coles
4/247 Ferntree Gully Rd
MOUNT WAVERLEY VIC 3149
Australia

Page: 1
Invoice No: A1-042853
Invoice Date: 30/07/2013
Terms Strictly: Net 30
Due By: 29/08/2013

Customer Number: 4000014883

Remit to:

The University of Sydney
Cashiers - Debtors, Level 3, G02
SYDNEY NSW 2006
Australia

DUE [REDACTED] **AUD**

For Billing Queries please call: 2 9351 3152

Line	Description	Qty	Rate	Amount
1	Sponsorship-PiVE Conference 2013 Supporting partner	1.00	[REDACTED]	[REDACTED]
	GST		[REDACTED]	[REDACTED]
	Sub-TOTAL			[REDACTED]
	GST-TOTAL			[REDACTED]
INVOICE TOTAL (AUD)				[REDACTED]



THE UNIVERSITY OF
SYDNEY
ABN: 15 211 513 464

Customer No: 4000014883

DUE [REDACTED] **AUD**

Methods of Payment:

Invoice No : A1-042853

INTERNET: Go to www.epay.usyd.edu.au and click on **Pay My Customer Statement**.
Please quote Invoice No. in the reference field.

MAIL: Cheque/money order made payable to The University of Sydney. Forward this portion with your payment to: (Please refer to the address in the Remit to section above).

EFT: The University of Sydney, National Australia Bank - BSB 082-372 Account 509448377. Swift code: NATAAU3302S.
Remittance advices on day of transfer must be forwarded to finance.remit@sydney.edu.au or fax (02) 8627 8640.

The University of Sydney
Proforma Print Summary - Selected Bills

Report ID: (s3BSUINV1 vers 1.00
Report Action: Proforma

Page No. 1
Run Date 30/07/2013
Run Time 15:10:27

<u>Business Unit</u>	<u>Number of Bills</u>	<u>Total Invoice Amount</u>	<u>Currency</u>
DEBTR	1	██████████	AUD

Total number of bills printed: 1



THE UNIVERSITY OF
SYDNEY

The University of Sydney

ABN: 15 211 513 464

Tax Invoice

Hill's Pet Nutrition
Mark O'Byrne
Level 14, 345 George Street
GPO Box 3964
SYDNEY NSW 2000
Australia

Page: 1
Invoice No: A1-043196
Invoice Date: 12/09/2013
Terms Strictly: Net 30
Due By: 12/10/2013

Customer Number: 4000004789

Remit to:

The University of Sydney
Cashiers - Debtors, Level 3, G02
SYDNEY NSW 2006
Australia

DUE [REDACTED] **AUD**

For Billing Queries please call: 2 9351 3152

Line	Description	Qty	Rate	Amount
1	Sponsorship-PiVE Conference 2013 SUPPORTING Partner	1.00	[REDACTED]	[REDACTED]
	GST		[REDACTED]	[REDACTED]
	Sub-TOTAL			[REDACTED]
	GST-TOTAL			[REDACTED]
INVOICE TOTAL (AUD)				[REDACTED]



THE UNIVERSITY OF
SYDNEY
ABN: 15 211 513 464

Customer No: 4000004789

DUE [REDACTED] **AUD**

Methods of Payment:

Invoice No : A1-043196

INTERNET: Go to www.epay.usyd.edu.au and click on **Pay My Customer Statement**.
Please quote Invoice No. in the reference field.

MAIL: Cheque/money order made payable to The University of Sydney. Forward this portion with your payment to: (Please refer to the address in the Remit to section above).

EFT: The University of Sydney, National Australia Bank - BSB 082-372 Account 509448377. Swift code: NATAAU3302S.
Remittance advices on day of transfer must be forwarded to finance.remit@sydney.edu.au or fax (02) 8627 8640.

The University of Sydney
Invoice Print Summary - Selected Bills

Report ID: (s3BSUINV1 vers 1.00
Report Action: Tax Invoice

Page No. 1
Run Date 12/09/2013
Run Time 11:28:46

<u>Business Unit</u>	<u>Number of Bills</u>	<u>Total Invoice Amount</u>	<u>Currency</u>
DEBTR	1	██████████	AUD

Total number of bills printed: 1



THE UNIVERSITY OF
SYDNEY

The University of Sydney

ABN: 15 211 513 464

Tax Invoice

Hill's Pet Nutrition
Mark O'Byrne
Level 14, 345 George Street
GPO Box 3964
SYDNEY NSW 2000
Australia

Page: 1
Invoice No: A1-042849
Invoice Date: 30/07/2013
Terms Strictly: Net 30
Due By: 29/08/2013

Customer Number: 4000004789

Remit to:

The University of Sydney
Cashiers - Debtors, Level 3, G02
SYDNEY NSW 2006
Australia

DUE [REDACTED] **AUD**

For Billing Queries please call: 2 9351 3152

Line	Description	Qty	Rate	Amount
1	Sponsorship-PiVE Conference 2013 SUPPORTING Partner	1.00	[REDACTED]	[REDACTED]
	GST		[REDACTED]	[REDACTED]
	Sub-TOTAL			[REDACTED]
	GST-TOTAL			[REDACTED]
INVOICE TOTAL (AUD)				[REDACTED]



THE UNIVERSITY OF
SYDNEY
ABN: 15 211 513 464

Customer No: 4000004789

DUE [REDACTED] **AUD**

Methods of Payment:

Invoice No : A1-042849

INTERNET: Go to www.epay.usyd.edu.au and click on **Pay My Customer Statement**.
Please quote Invoice No. in the reference field.

MAIL: Cheque/money order made payable to The University of Sydney. Forward this portion with your payment to: (Please refer to the address in the Remit to section above).

EFT: The University of Sydney, National Australia Bank - BSB 082-372 Account 509448377. Swift code: NATAAU3302S.
Remittance advices on day of transfer must be forwarded to finance.remit@sydney.edu.au or fax (02) 8627 8640.

The University of Sydney
Proforma Print Summary - Selected Bills

Report ID: (s3BSUINV1 vers 1.00
Report Action: Proforma

Page No. 1
Run Date 30/07/2013
Run Time 13:53:41

<u>Business Unit</u>	<u>Number of Bills</u>	<u>Total Invoice Amount</u>	<u>Currency</u>
DEBTR	1	██████████	AUD

Total number of bills printed: 1



Memorandum of Understanding – Sponsorship

(MOU)

Parties

University	The University of Sydney (ABN 15 211 513 464) a body corporate established under <i>The University of Sydney Act 1989</i> (NSW) of C/ of Faculty of Veterinary Science, JD Stewart Building (B01), University of Sydney, Sydney NSW 2006	
University Project Officer	Name: Dr Rosanne Taylor Dean, Faculty of Veterinary Science Email: vetscience.dean@sydney.edu.au	Telephone: +61 2 9351 6936 Fax: +61 2 9351 3056
Sponsor	[Royal Canin Australia] (ABN 88 092 020178 of 4/247 Ferntree Gully Road Mount Waverley, VIC 3149	
Sponsor Project Officer Telephone	Name: Dr Michelle Coles Email: [REDACTED]	Telephone: [REDACTED] Fax: [REDACTED]

Background

- A. The Sponsor has agreed to support the Faculty of Veterinary Science by sponsorship as described in this MOU.
- B. The University wishes to accept the sponsorship.
- C. The sponsorship is made by the Sponsor and accepted by the University in accordance with the terms set out in this MOU.

Details

Effective Date	Date on which this MOU is signed by the parties and if signed on different dates, the latter of the dates.
Contract Term	Three years.
Sponsorship Fees	The monetary consideration and in-kind consideration specified in Schedule 1. The Sponsorship Fees are GST exclusive.
Sponsorship Fee Due Date	The Sponsorship Fee will be invoiced by the University.
Sponsorship Purpose	The purposes of the Sponsorship are described in Schedule 1.
Sponsorship Benefit	The Sponsorship Benefits are described in Schedule 1.
Sponsor Trade Marks	The sponsor authorises the University to use its trademarks for sponsorship activities outlined in this agreement.

Note: All capitalised terms in column 1 of the Details have the meaning given in column 2.

EXECUTED on the terms of the General Terms.

SIGNED for and on behalf of **THE UNIVERSITY OF SYDNEY** by its duly authorised representative:

Signature [Redacted]

Rosanne Taylor

Printed Name

Dean

Position

27-3-2013

Date

In the presence of:

Signature

Printed Name

SIGNED for and on behalf of **THE SPONSOR** by its duly authorised representative:

Signature [Redacted]

Michelle Coleo.

Printed Name

[Redacted]

22/04/2013

Date

In the presence of:

Signature

Printed Name

Note: By executing this MOU each signatory represents that he or she is authorised to sign on behalf of their entity. The date of this MOU will be the date this MOU has been executed by both parties.

General Terms

1 Effect of Document and Term

1.1 Non-Binding Nature of Document

- (a) Except in relation to clause 4, this MOU is not a binding agreement and merely constitutes a statement of the mutual intentions of the parties with respect to its contents.
- (b) Each party represents to the other that, except in relation to clause 4:
- (i) no reliance will be placed on it;
 - (ii) it does not constitute an obligation binding on either side;
 - (iii) it does not contain all matters upon which agreement must be reached in order for a binding agreement to be consummated;
 - (iv) it creates no rights in favour of either party; and
 - (v) for the avoidance of doubt and without limiting the above in any way, this Memorandum of Understanding imposes no commitment on any person to proceed with a formal agreement.

1.2 Contract Term

This MOU will commence on the Effective Date and continue for the Contract Term unless it is terminated prior to the expiry of the Contract Term in accordance with clause 7.

2 Effect of Document and Term

2.1 Payment

- (a) For value received, and in consideration for the mutual promises contained in this MOU and the Sponsorship Benefits, the Sponsor agrees to pay the Sponsorship Fee and the University agrees to accept the Sponsorship Fees by executing this MOU.
- (b) The Agreement will be in force during the Contract Term.

2.2 Form of payment

The Sponsor agrees to pay the Sponsorship Fee by the date or dates specified in the Details into a bank account nominated by the University subject to first receiving an invoice for the Sponsorship Fee.

2.3 GST

If a supply under this MOU is subject to GST and GST has not been accounted for in determining the consideration payable for the supply, the supplying party may recover from the receiving party an amount on account of GST. That amount is:

- (a) equal to the value of the supply calculated in accordance with GST law multiplied by the prevailing GST rate; and
- (b) payable at the same time as the recipient is required to pay for the related supply.

3 Use of the Sponsorship Fees

3.1 Sponsorship Purpose

The University acknowledges the request by the Sponsor and will, so far as practicable during the Contract Term, endeavour to fulfil the Purpose for which the Sponsorship Fees are given, and endeavour to provide the Sponsorship Benefits so far as practicable.

3.2 Acknowledgment

The Sponsor acknowledges that the University has full academic control and management of the study programs in the Faculty of Veterinary Science is at the sole discretion of the University, and will be undertaken in accordance with University rules and procedures.

3.3 Sponsor must not make representations

The Sponsor must not in any way represent that the University endorses or recommends the Sponsor or any of its products or services.

4 Confidentiality

4.1 Public statements

The parties agree not to make any public statement about the existence, or terms of, the Agreement except as required to do so by law or where the party has obtained the prior written consent of the other party to do so. Any use of the University logo and name by the Sponsor requires the prior written consent of the University.

4.2 Use of Confidential Information

Unless a party obtains the prior written approval of the other party to disclose Confidential Information, each party must:

- (a) maintain the secrecy of the other's Confidential Information;
- (b) not use the other's Confidential Information except as required for the performance of this MOU;
- (c) not disclose the other's Confidential Information to any other person other than employees or advisers who need to know it

- in order to perform that party's obligations under this MOU ("**Representatives**"); and
- (d) use reasonable endeavours to ensure that its Representatives comply with (a), (b) and (c).

4.3 Required by law

Each party may disclose the other's Confidential Information if required by law but, if possible, it must inform the other party first and use reasonable endeavours to limit the terms of that disclosure as reasonably requested.

4.4 Confidential Information Definition

In this clause 5, 'Confidential Information' means all information or data that is exchanged between the parties for the purposes of this MOU before, on or after the effective date of this MOU relating to the operations, business, research and technology of the disclosing party excluding information which is:

- (a) publicly available or subsequently becomes publicly available other than in a breach of this MOU;
- (b) lawfully known to the other party on a non-confidential basis before being disclosed by the party that owned the confidential information; or
- (c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential.

5 Sponsor Trade Marks

5.1 Licence of Sponsor Trade Marks

The Sponsor grants the University a non-exclusive, fee-free, royalty-free licence to use the Sponsor Trade Marks during the Contract Term to provide the Sponsor Benefits.

5.2 Compliance with Directions

The University will comply with the Sponsor's directions in relation to use of the Sponsor Trade Marks.

6 University Facilities

If the University provides equipment or facilities for the use of the Sponsor, or access to information or lands or buildings owned or occupied by the University then the Sponsor must use that equipment, facilities or information subject to any direction of the University, and must observe the University's by-law, rules and policies, copies of which are downloadable from the University's website: www.finance.usyd.edu.au/purchase_pay_lease/policies.shtml.

7 Termination

7.1 Termination by agreement

This MOU may be terminated at any time by written agreement of the parties.

7.2 Termination for Breach

Either party may terminate this MOU effective immediately by giving notice to the other party if:

- (a) the other party breaches a material provision of this MOU where that breach is not capable of remedy; or
- (b) the other party breaches any provision of this MOU and fails to remedy the breach to the notifying party's reasonable satisfaction within 14 days after receiving notice requiring it to do so.

7.3 Consequences of Termination

- (a) If this MOU is terminated by the University as permitted under this clause 7:
- (i) the University may retain any portion of the Sponsorship Fee paid prior to the effective date of termination and if any part of the Sponsorship Fee has not been paid by the Sponsor, the Sponsor must pay the University all portions of the Sponsorship Fee owing to the University at termination within 14 days of termination;
- (ii) both parties will return all property in their possession belonging to the other party, including Confidential Information; and
- (iii) subject to clause 7.3(b), the University will cease using the Sponsor Trade Marks.
- (b) Despite the termination of this MOU, the Sponsor acknowledges that the University will keep archive copies of all conference papers (in digital and other formats) and agrees that the University may include the Sponsor Trade Marks on all archive copies (including electronic and physical copies that it makes available to those who access the University's archives).

8 General

8.1 Terms and entire agreement

This MOU consists of these General Terms, the Details and any annexures or schedules expressly incorporated and it constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

8.2 Inconsistency

If there is an inconsistency between a provision of the General Terms, any annexures or schedules expressly incorporated and the Details then the first-mentioned terms prevail.

8.3 No representations or warranties

The Sponsor acknowledges that in entering into this MOU it has not relied on any representations or warranties about its subject matter except as expressly provided by this MOU.

8.4 Variation and waiver

A provision of this MOU or a right created under it may not be waived or varied except in writing, signed by the party or parties to be bound. A failure or delay in exercise of a right arising from a breach of this MOU does not constitute a waiver of that right.

8.5 Governing law

This MOU is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

8.6 No exclusivity

The Sponsor is not acquiring the benefits under this MOU on an exclusive basis and this MOU will not preclude each party engaging in activities similar to or in competition with the Purpose or their subject matter, of from the University seeking additional funds for the Purpose.

8.7 Liability

Subject to applicable laws:

- (a) the University's total liability to the Sponsor for loss or damage of any kind, however caused, due to the University's negligence, breach of contract, breach of any law, in equity, under indemnities or otherwise, arising from or in any way related to this MOU is limited to the amount equivalent to the Sponsorship Fees paid by the Sponsor under this MOU;
- (b) the University is not liable to the Sponsor for consequential or incidental damages (including loss of profits, revenue, goodwill or opportunities) in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to this MOU; and
- (c) each party's liability under this MOU is reduced to the extent that any damages, liability, loss or costs arises from or is attributable to, any negligent act or omission of the other party or its officers, employees, agents or contractors.

8.8 Requirements for valid notice

Any notice or other formal communication under this MOU must be in writing and signed by the Project

Officer of the sender or an authorised representative of them.

8.9 No agency, employment or partnership

Nothing contained or implied in this MOU constitutes the Sponsor becoming the employee, employer, partner, agent or legal representative of the University or any practitioner teacher for any purpose or creates any employment relationship, partnership, agency or trust, and a party has no authority to bind the other party in any way.

8.10 General interpretation

Unless the contrary intention appears, in this MOU:

- (a) references to the singular includes the plural and vice versa;
- (b) references to person or individuals include a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- (c) the words "include", "including" are not used as, nor are they to be interpreted as, words of limitation; and
- (d) headings are for convenience only and do not affect interpretation.

8.11 Counterparts

This MOU may consist of a number of copies each signed by one or more parties to the Agreement. If so, the signed copies are treated as making up the one document.

Schedule A

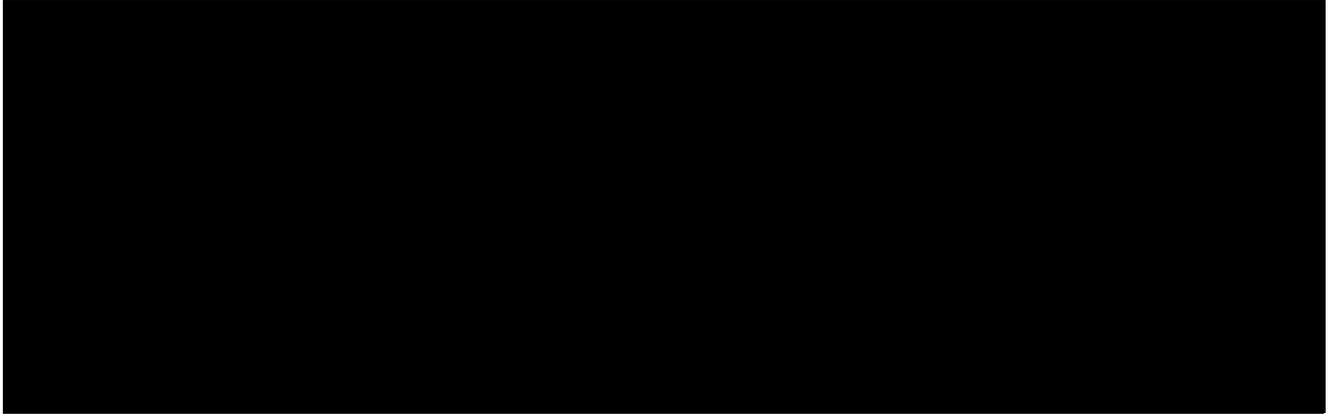
Sponsorship Fee and Sponsorship Benefits

■

Partners in Veterinary Education Conference



Benefit expected:



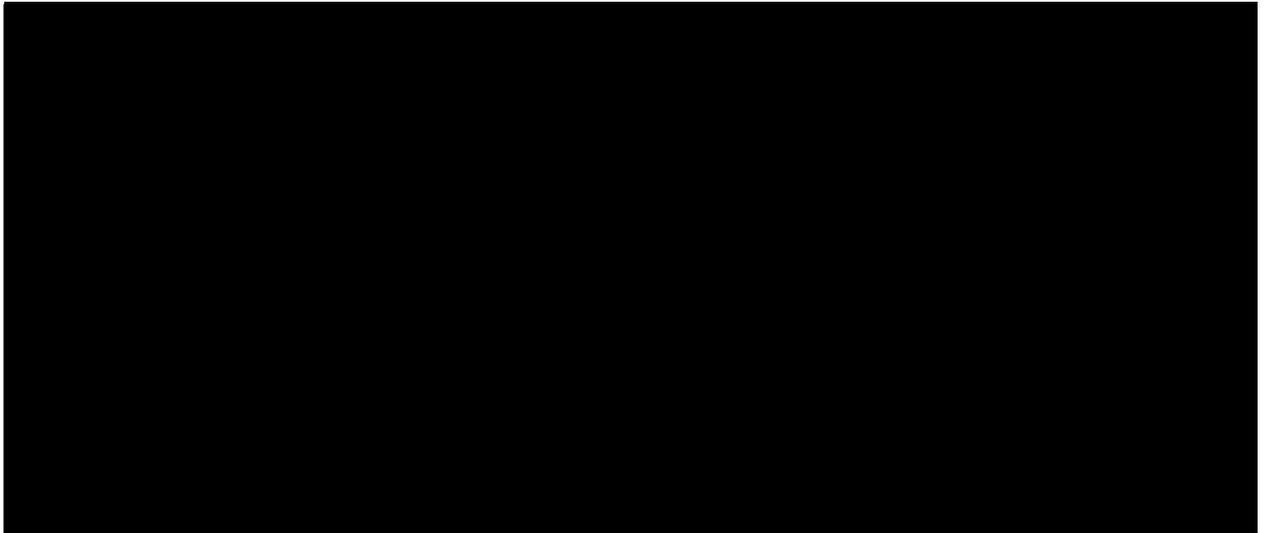
Preparation for Veterinary Practice Conference



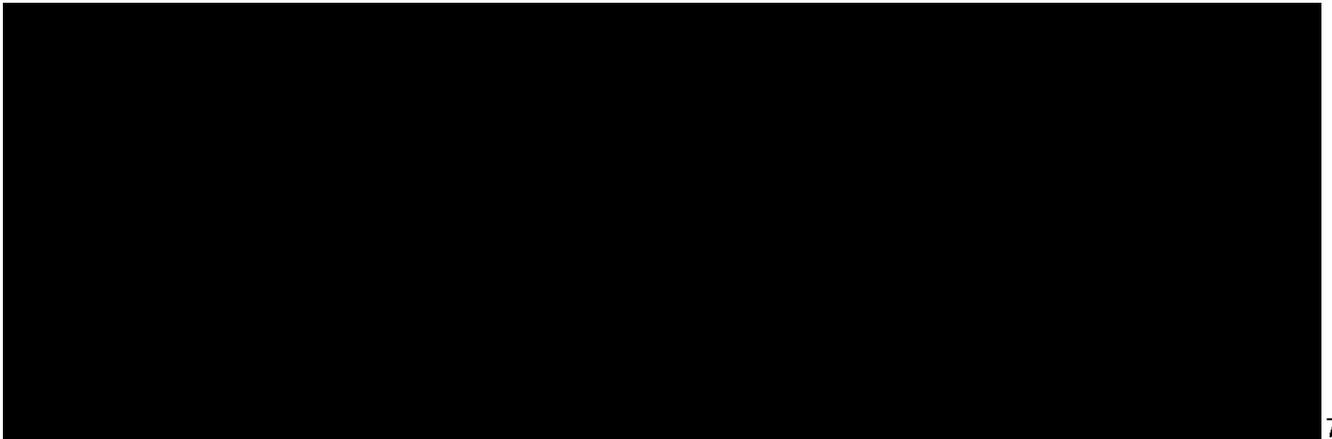
PVP 1 and PVP 2 are 2 day conferences with catered lunch, morning tea (provided by Sprouts café which has the franchise in the conference centre), notes for 130 BVSc year 4 students Camden. Students receive a range of presentations on aspects of preparation for their final year clinical placements, and readiness for the veterinary profession.

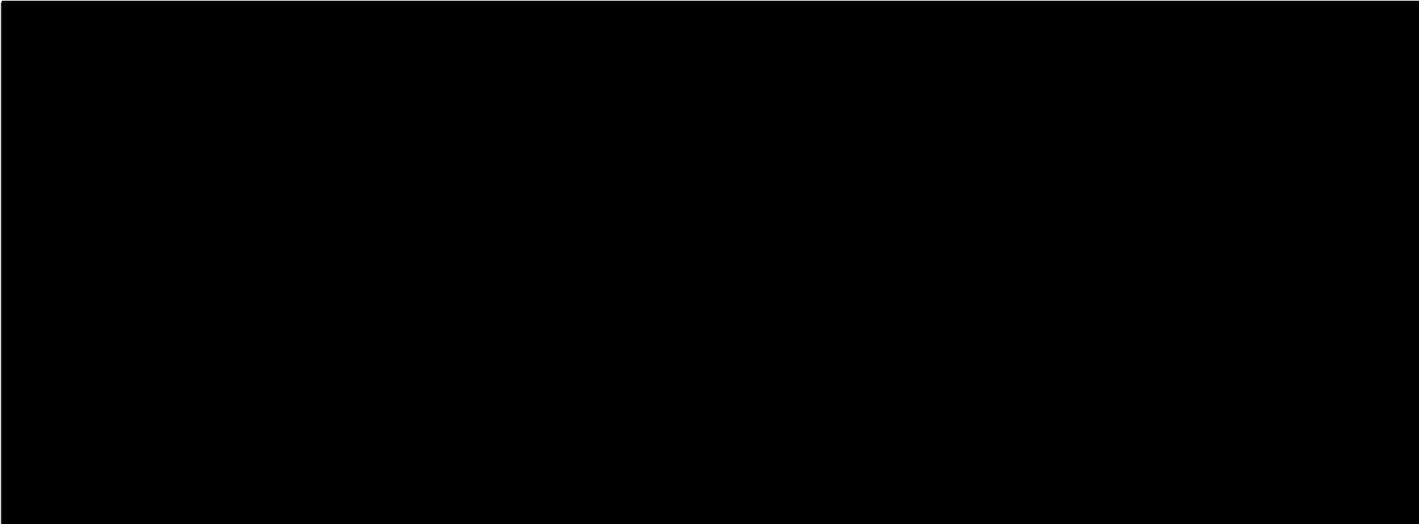


Benefit expected:

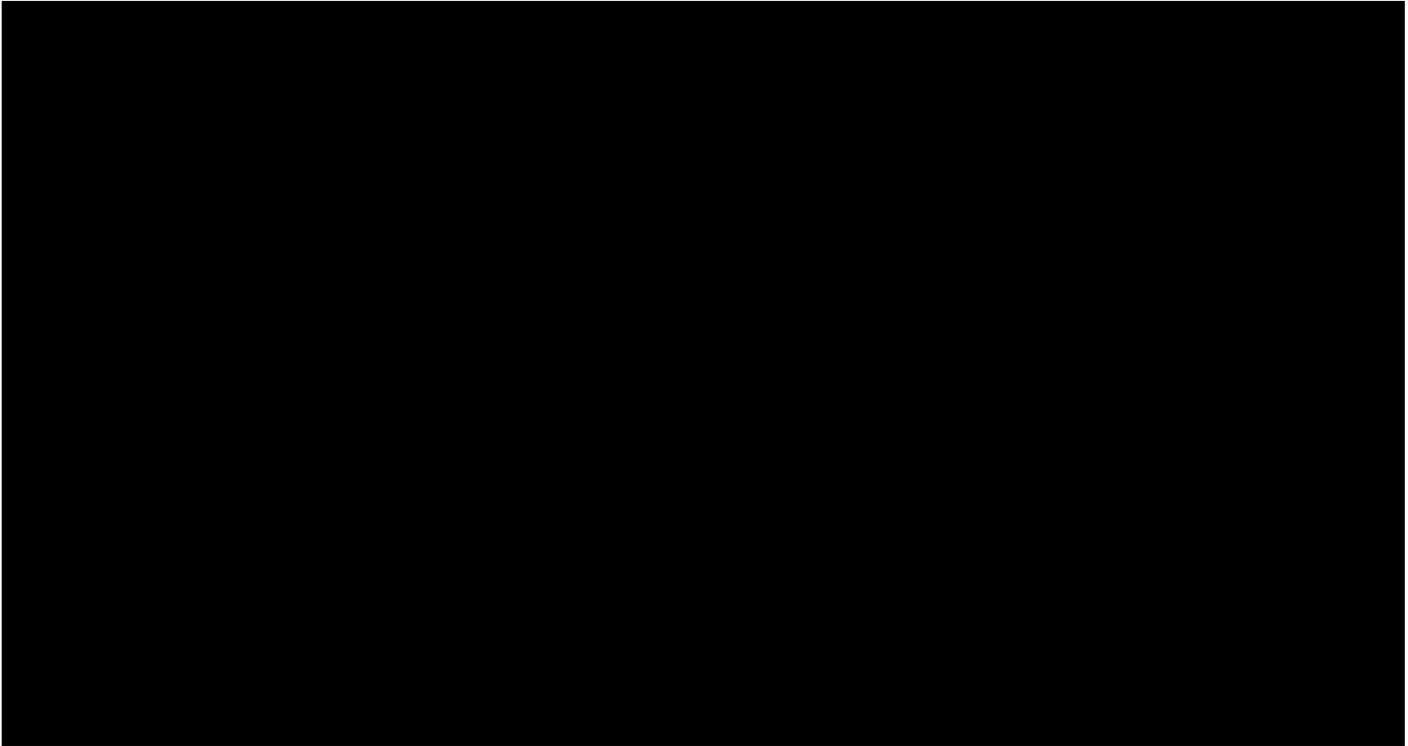


Hospital Feeding Program





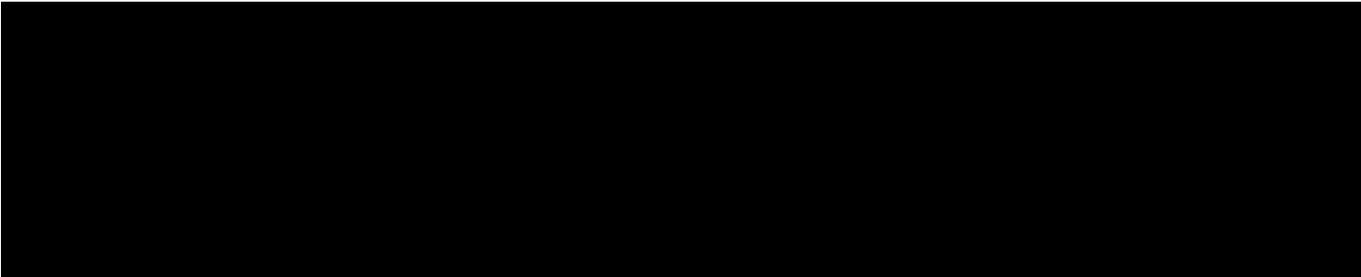
Sponsor Benefit:



Student Awards Night



Benefit expected:



[REDACTED]

SOLE - Student Orientation Leadership Event, a day program for 250 plus undergraduate students in Faculty of Veterinary Science to welcome, orient and engage them with their peers and their future profession and develop leadership skills

Sponsor Fee: [REDACTED]

[REDACTED]

Sponsor Benefit:

[REDACTED]

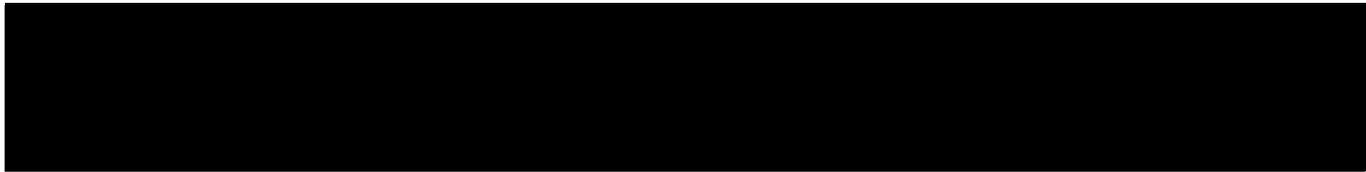
Pets in Need Program

[REDACTED]

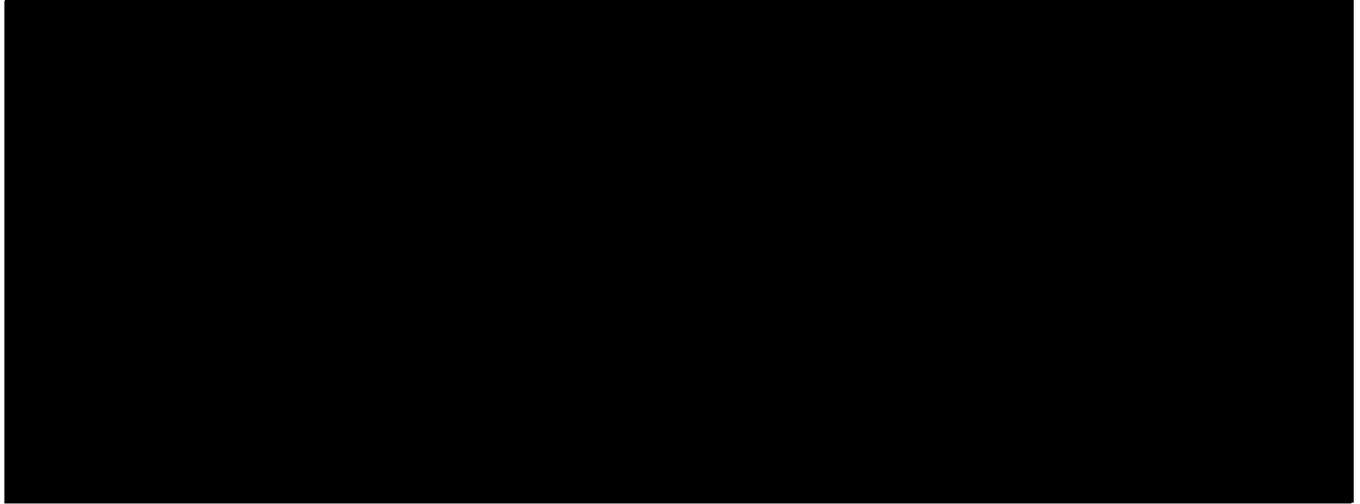
Sponsor Fee: [REDACTED]

[REDACTED]

Sponsor Benefit:



Student Activities



Notification of additional opportunities for Sponsor.



END



Memorandum of Understanding – Sponsorship (MOU)

Parties

University	The University of Sydney (ABN 15 211 513 464) a body corporate established under <i>The University of Sydney Act 1989 (NSW)</i> of C/ of Faculty of Veterinary Science, JD Stewart Building (B01), University of Sydney, Sydney NSW 2006
University Project Officer	Name: Dr Rosanne Taylor Telephone: +61 2 9351 6936 Dean, Faculty of Veterinary Science Email: vetscience.dean@sydney.edu.au Fax: +61 2 9351 3056
Sponsor	Hill's Pet Nutrition Pty Ltd (ABN 86 003 954 550) of Level 14, 345 George Street, Sydney NSW 2000
Sponsor Project Officer Telephone	Name: Mark O'Byrne, [REDACTED] Telephone: [REDACTED] [REDACTED] Email: [REDACTED] Fax: [REDACTED]

Background

- A. The Sponsor has agreed to support the University of Sydney's Faculty of Veterinary Science by sponsorship as described in this MOU.
- B. The University wishes to accept the sponsorship.
- C. The sponsorship is made by the Sponsor and accepted by the University in accordance with the terms set out in this MOU.

Details

Effective Date	Date on which this MOU is signed by the parties and if signed on different dates, the latter of the dates.
Contract Term	Three years.
Sponsorship Fees	The monetary consideration and in-kind consideration specified in Schedule A. The Sponsorship Fees are GST exclusive.
Sponsorship Fee Due Date	The Sponsorship Fee will be invoiced by the University.
Sponsorship Purpose	The purposes of the Sponsorship are described in Schedule A.
Sponsorship Benefit	The Sponsorship Benefits are described in Schedule A.
Sponsor Trade Marks	The Sponsor Trade Marks are set out in Schedule B.

Note: All capitalised terms in column 1 of the Details have the meaning given in column 2.

EXECUTED on the terms of the General Terms.

SIGNED for and on behalf of **THE UNIVERSITY OF SYDNEY** by its duly authorised representative:

[Redacted Signature]

Signature

Rosanne Taylor

Printed Name

Dean

Position

20.5.2013

Date

In the presence of:

Signature

Printed Name

SIGNED for and on behalf of **HILL'S PET NUTRITION PTY LTD** by its duly authorised representative:

[Redacted Signature]

Signature

John Douglas

Printed Name

25/6/2013

Date

In the presence of:

[Redacted Signature]

Signature

MACH O'BYRNE

Printed Name

Note: By executing this MOU each signatory represents that he or she is authorised to sign on behalf of their entity. The date of this MOU will be the date this MOU has been executed by both parties.

General Terms

1 Effect of Document and Term

1.1 Non-Binding Nature of Document

- (a) Except in relation to clause 4, this MOU is not a binding agreement and merely constitutes a statement of the mutual intentions of the parties with respect to its contents.
- (b) Each party represents to the other that, except in relation to clause 4:
 - (i) no reliance will be placed on it;
 - (ii) it does not constitute an obligation binding on either side;
 - (iii) it does not contain all matters upon which agreement must be reached in order for a binding agreement to be consummated;
 - (iv) it creates no rights in favour of either party; and
 - (v) for the avoidance of doubt and without limiting the above in any way, this Memorandum of Understanding imposes no commitment on any person to proceed with a formal agreement,

1.2 Contract Term

This MOU will commence on the Effective Date and continue for the Contract Term unless it is terminated prior to the expiry of the Contract Term in accordance with clause 7.

2 Effect of Document and Term

2.1 Payment

- (a) For value received, and in consideration for the mutual promises contained in this MOU and the Sponsorship Benefits, the Sponsor agrees to pay the Sponsorship Fee and the University agrees to accept the Sponsorship Fees by executing this MOU.
- (b) The MOU will be in force during the Contract Term.

2.2 Form of payment

The Sponsor agrees to pay the Sponsorship Fee by the date or dates specified in the Details into a bank account nominated by the University subject to first receiving an invoice for the Sponsorship Fee.

2.3 GST

If a supply under this MOU is subject to GST and GST has not been accounted for in determining the

consideration payable for the supply, the University may recover from the receiving party an amount on account of GST. That amount is:

- (a) equal to the value of the supply calculated in accordance with GST law multiplied by the prevailing GST rate; and
- (b) payable at the same time as the Sponsor is required to pay for the related supply.

3 Use of the Sponsorship Fees

3.1 Sponsorship Purpose

The University acknowledges the request by the Sponsor and will, so far as practicable during the Contract Term, endeavour to fulfil the Purpose for which the Sponsorship Fees are given, and endeavour to provide the Sponsorship Benefits so far as practicable.

3.2 Acknowledgment

The Sponsor acknowledges that the University has full academic control and management of the study programmes in the Faculty of Veterinary Science is at the sole discretion of the University, and will be undertaken in accordance with University rules and procedures.

3.3 Sponsor must not make representations

The Sponsor must not in any way represent that the University endorses or recommends the Sponsor or any of its products or services.

4 Confidentiality

4.1 Public statements

The parties agree not to make any public statement about the existence, or terms of, the MOU except as required to do so by law or where the party has obtained the prior written consent of the other party to do so. Any use of the University logo and name by the Sponsor requires the prior written consent of the University.

4.2 Use of Confidential Information

Unless a party obtains the prior written approval of the other party to disclose Confidential Information, each party must:

- (a) maintain the secrecy of the other's Confidential Information;
- (b) not use the other's Confidential Information except as required for the performance of this MOU;
- (c) not disclose the other's Confidential Information to any other person other than employees or advisers who need to know it in order to perform that party's obligations under this MOU ("Representatives"); and

- (d) use reasonable endeavours to ensure that its Representatives comply with (a), (b) and (c).

4.3 Required by law

Each party may disclose the other's Confidential Information if required by law but, if possible, it must inform the other party first and use reasonable endeavours to limit the terms of that disclosure as reasonably requested.

4.4 Confidential Information Definition

In this clause 4, 'Confidential Information' means all information or data that is exchanged between the parties for the purposes of this MOU before, on or after the effective date of this MOU relating to the operations, business, research and technology of the disclosing party excluding information which is:

- (a) publicly available or subsequently becomes publicly available other than in a breach of this MOU;
- (b) lawfully known to the other party on a non-confidential basis before being disclosed by the party that owned the confidential information; or
- (c) rightly acquired from a third party who is not in breach of an agreement to keep such information confidential.

5 Sponsor Trade Marks

5.1 Licence of Sponsor Trade Marks

The Sponsor grants the University a non-exclusive, fee-free, royalty-free licence to use the Sponsor Trade Marks during the Contract Term to provide the Sponsor Benefits.

5.2 Compliance with Directions

The University will comply with the Sponsor's directions in relation to use of the Sponsor Trade Marks.

6 University Facilities

If the University provides equipment or facilities for the use of the Sponsor, or access to information or lands or buildings owned or occupied by the University then the Sponsor must use that equipment, facilities or information subject to any direction of the University, and must observe the University's by-law, rules and policies, copies of which are downloadable from the University's website: www.finance.usyd.edu.au/purchase_pay_lease/policies.shtml.

7 Termination

7.1 Termination by agreement

This MOU may be terminated at any time by written agreement of the parties.

7.2 Termination for Breach

Either party may terminate this MOU effective immediately by giving notice to the other party if:

- (a) the other party breaches a material provision of this MOU where that breach is not capable of remedy; or
- (b) the other party breaches any provision of this MOU and fails to remedy the breach to the notifying party's reasonable satisfaction within 14 days after receiving notice requiring it to do so.

7.3 Consequences of Termination

- (a) If this MOU is terminated by the University as permitted under this clause 7:
 - (i) the University may retain any portion of the Sponsorship Fee paid prior to the effective date of termination and the Sponsor must pay to the University within 14 days of termination any part of the Sponsorship Fee which has, on a pro-rata basis, accrued up until the effective date of termination but not yet been paid by the Sponsor;
 - (ii) both parties will return all property in their possession belonging to the other party, including Confidential Information; and
 - (iii) subject to clause 7.3(b), the University will cease using the Sponsor Trade Marks.
- (b) Despite the termination of this MOU, the Sponsor acknowledges that the University will keep archive copies of all conference papers (in digital and other formats) and agrees that the University may include the Sponsor Trade Marks on all archive copies (including electronic and physical copies that it makes available to those who access the University's archives).

8 General

8.1 Terms and entire agreement

This MOU consists of these General Terms, the Details and any annexures or schedules expressly incorporated and it constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

8.2 Inconsistency

If there is an inconsistency between a provision of the General Terms, any annexures or schedules expressly incorporated and the Details then the first-mentioned terms prevail.

8.3 No representations or warranties

The Sponsor acknowledges that in entering into this MOU it has not relied on any representations or warranties about its subject matter except as expressly provided by this MOU.

8.4 Variation and waiver

A provision of this MOU or a right created under it may not be waived or varied except in writing, signed by the party or parties to be bound. A failure or delay in exercise of a right arising from a breach of this MOU does not constitute a waiver of that right.

8.5 Governing law

This MOU is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

8.6 No exclusivity

The Sponsor is not acquiring the benefits under this MOU on an exclusive basis and this MOU will not preclude each party engaging in activities similar to or in competition with the Purpose or their subject matter, of from the University seeking additional funds for the Purpose.

8.7 Liability

Subject to applicable laws:

- (a) each party's total liability to the other party for loss or damage of any kind, however caused, due to that party's negligence, breach of contract, breach of any law, in equity, under indemnities or otherwise, arising from or in any way related to this MOU is limited to the amount equivalent to the Sponsorship Fees paid by the Sponsor under this MOU;
- (b) neither party is liable to the other party for consequential or incidental damages (including loss of profits, revenue, goodwill or opportunities) in contract, tort, under any statute or otherwise (including negligence) arising from or in any way related to this MOU; and
- (c) each party's liability under this MOU is reduced to the extent that any damages, liability, loss or costs arises from or is attributable to, any negligent act or omission of the other party or its officers, employees, agents or contractors.

8.8 Requirements for valid notice

Any notice or other formal communication under this MOU must be in writing and signed by the Project Officer of the sender or an authorised representative of them.

8.9 No agency, employment or partnership

Nothing contained or implied in this MOU constitutes either the Sponsor or the University

becoming the employee, employer, partner, agent or legal representative of the other party or any practitioner teacher for any purpose or creates any employment relationship, partnership, agency or trust, and a party has no authority to bind the other party in any way.

8.10 General interpretation

Unless the contrary intention appears, in this MOU:

- (a) references to the singular includes the plural and vice versa;
- (b) references to person or individuals include a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- (c) the words "include", "including" are not used as, nor are they to be interpreted as, words of limitation; and
- (d) headings are for convenience only and do not affect interpretation.

8.11 Counterparts

This MOU may consist of a number of copies each signed by one or more parties to the MOU. If so, the signed copies are treated as making up the one document.

Schedule A

Sponsorship Fee and Sponsorship Benefits

1. In House Feeding Programme at Veterinary Teaching Hospital Sydney (VTHS)

Sponsor Fee: [REDACTED]

[REDACTED]

Sponsor Benefit:

[REDACTED]

2. Teaching and Student Engagements

2.1 Clinical Nutrition and Gastrointestinal Disease Lectures

Sponsor Fee: [REDACTED]

[REDACTED]

Sponsor Benefit:

[REDACTED]

2.2 Preparation for Veterinary Practice (PVP) – PVP1 to be held in Semester 1 each year. PVP 1 is a 2 day conference with catered lunch, morning and/or afternoon tea (provided by Sprouts café which has the franchise in the conference centre), notes for 130 BVSc year 4 students Camden. Students receive a range of presentations on aspects of preparation for their final year clinical placements, and readiness for the veterinary profession.

Sponsor Fee: [REDACTED]

[REDACTED]

Sponsor Benefit:

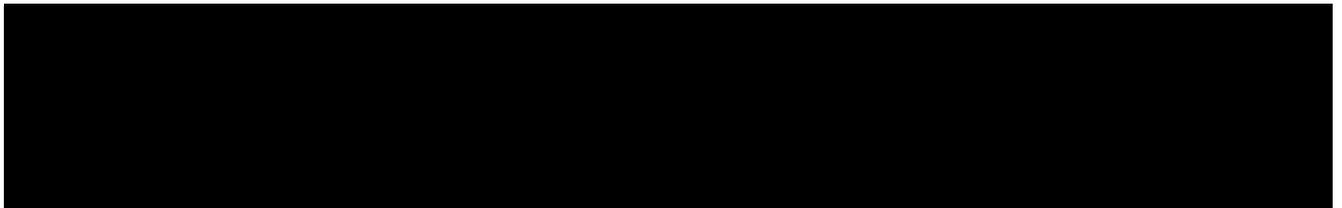


- 2.3 Final Year Clinical Nutrition Case Study Rounds - for final year students on clinical rotation in VTHS Camperdown up to a maximum of 4 clinical seminars per year. The Rounds will focus on applications of clinical nutrition in support of patient care. (Note: not all students in VTHS rotations at any time may be able to attend depending on their clinical commitments.)**

Sponsor Fee:

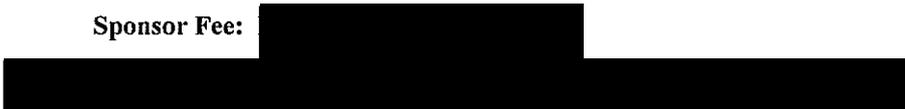


Sponsor Benefit:

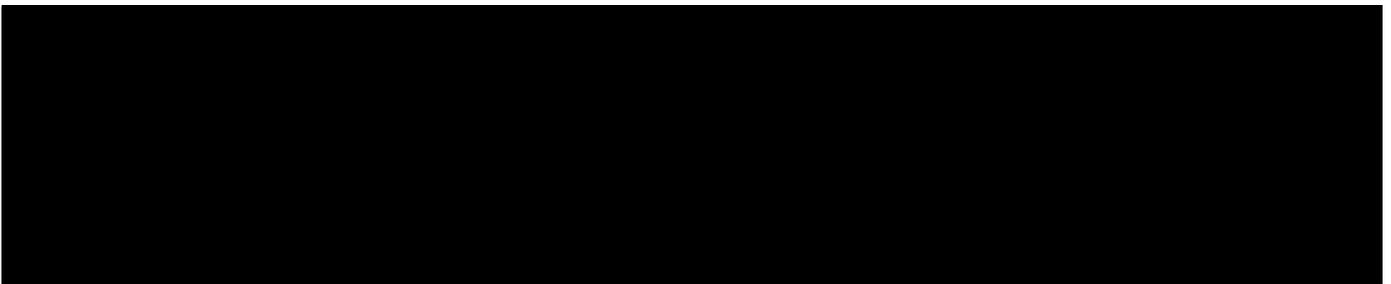


- 2.4 SOLE - Student Orientation Leadership Event, a day programme for 250 plus undergraduate students in Faculty of veterinary Science to welcome, orient and engage them with their peers and their future profession and develop leadership skills**

Sponsor Fee:



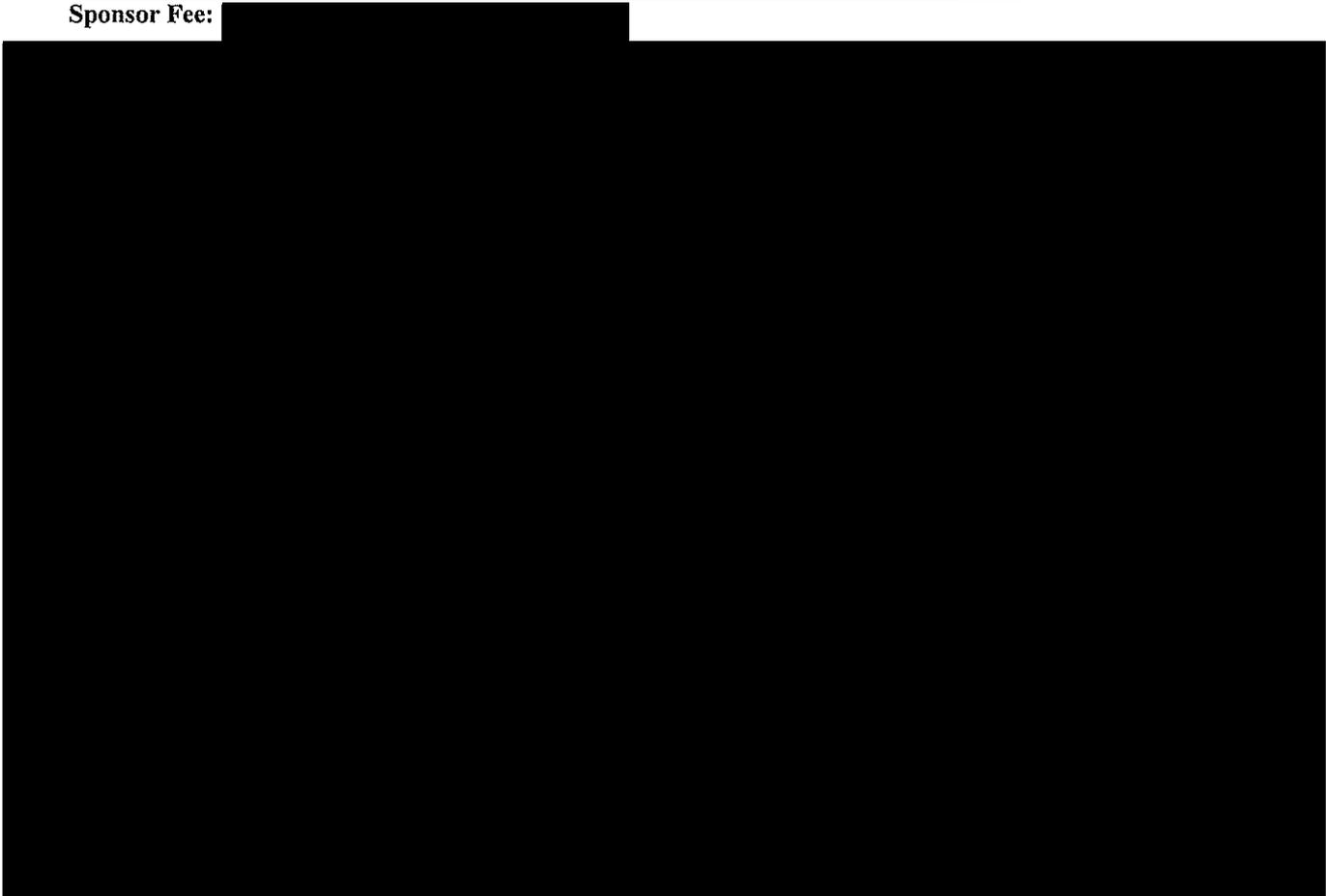
Sponsor Benefit:



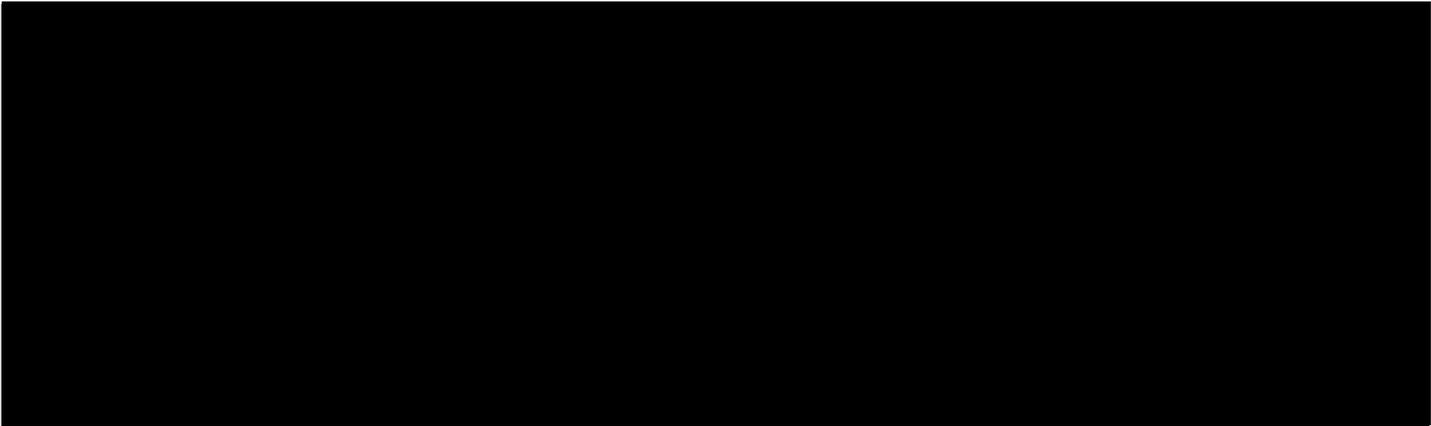
- 2.5 Student and practitioner mentor programme - This voluntary programme commences with a student and mentor training conference at the end of Year 4. Mentor training is provided before students commence year 5 rotations. It is followed up with monitored mentor-student contact during the year, and support from a trained facilitator as needed. Ongoing support and recall for past mentors and graduates.**



Sponsor Fee:



Sponsor Benefit:



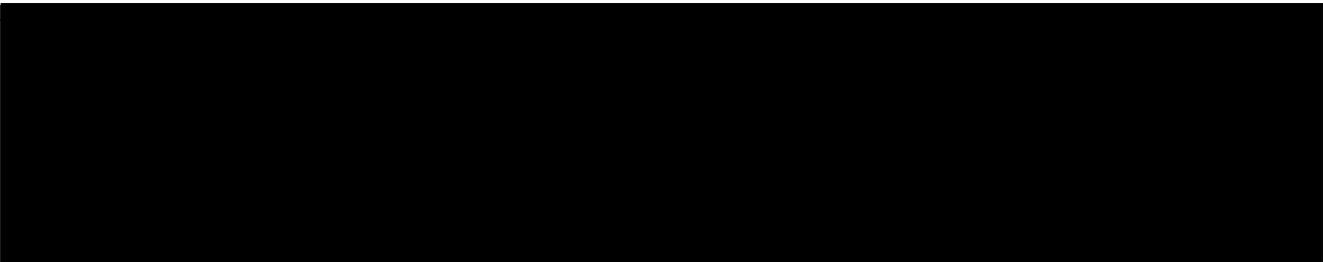
3. Engagement with the Veterinary Profession

3.1 PiVE – 2 Day Continuing Education Programme for veterinary practitioners

Sponsor Fee:



Sponsor Benefit:



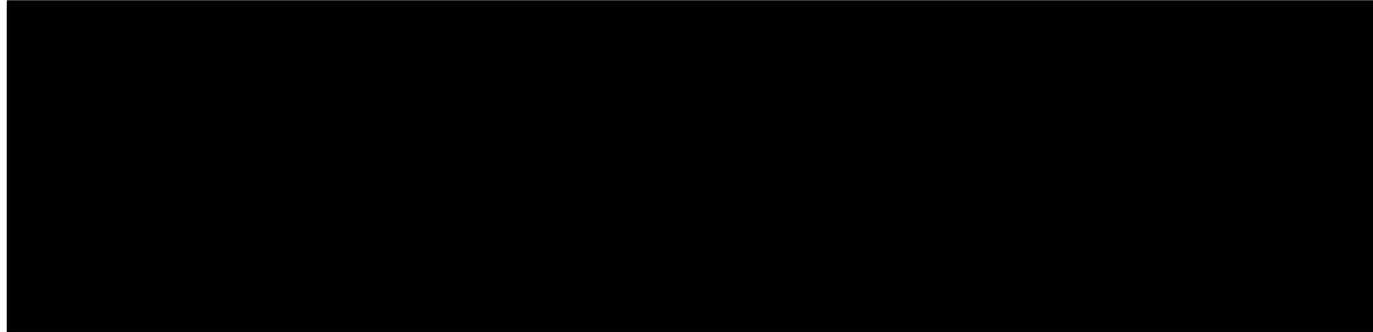


3.2 Continuing Education Seminars provided by clinical staff for veterinary practitioners (up to 2 per year) - 1-1.5 hour of high quality continuing education provided by University staff to promote the referral activities of the VTHS in medicine, surgery, anaesthesia, critical care and diagnostic imaging.

Sponsor Fee:



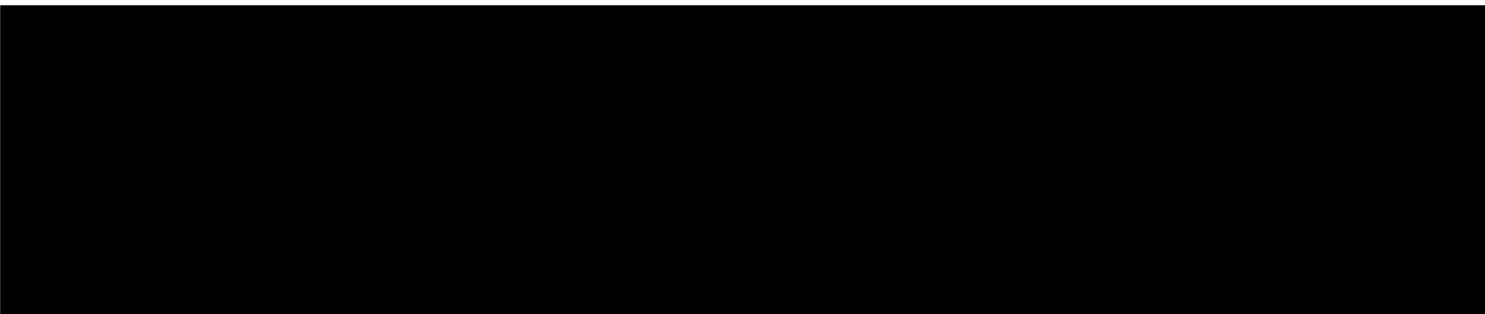
Sponsor Benefit:



4. Student Activities



5. Research Engagement with Charles Perkins Chair in Comparative Nutrition



Schedule B

Sponsor Trade Marks





[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

University of Sydney and Royal Canin partnership

[REDACTED]

-Partners In Veterinary Education Conference

[REDACTED]

-PVP2

[REDACTED]

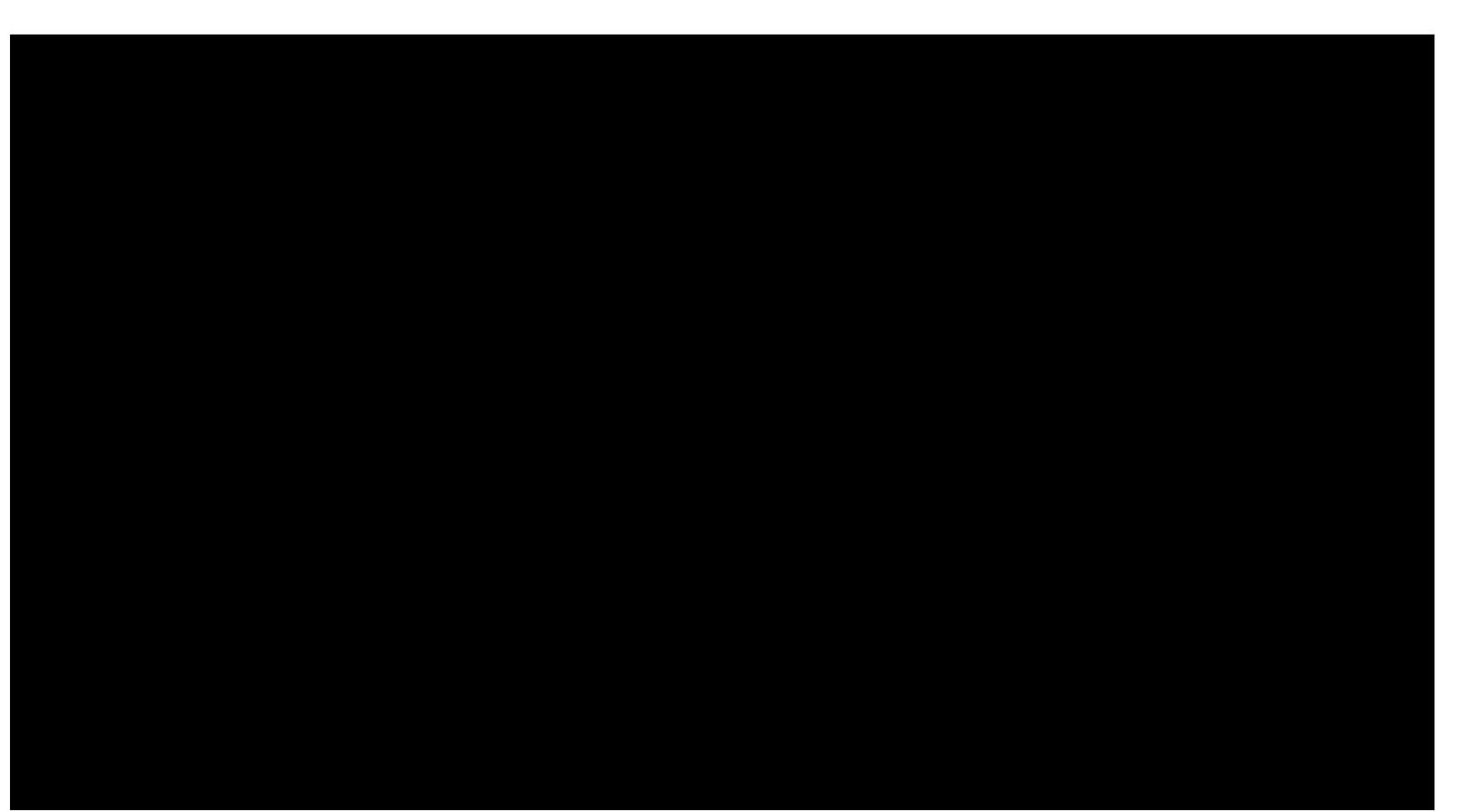
-Hospital Feeding Program for Camden Teaching Hospital

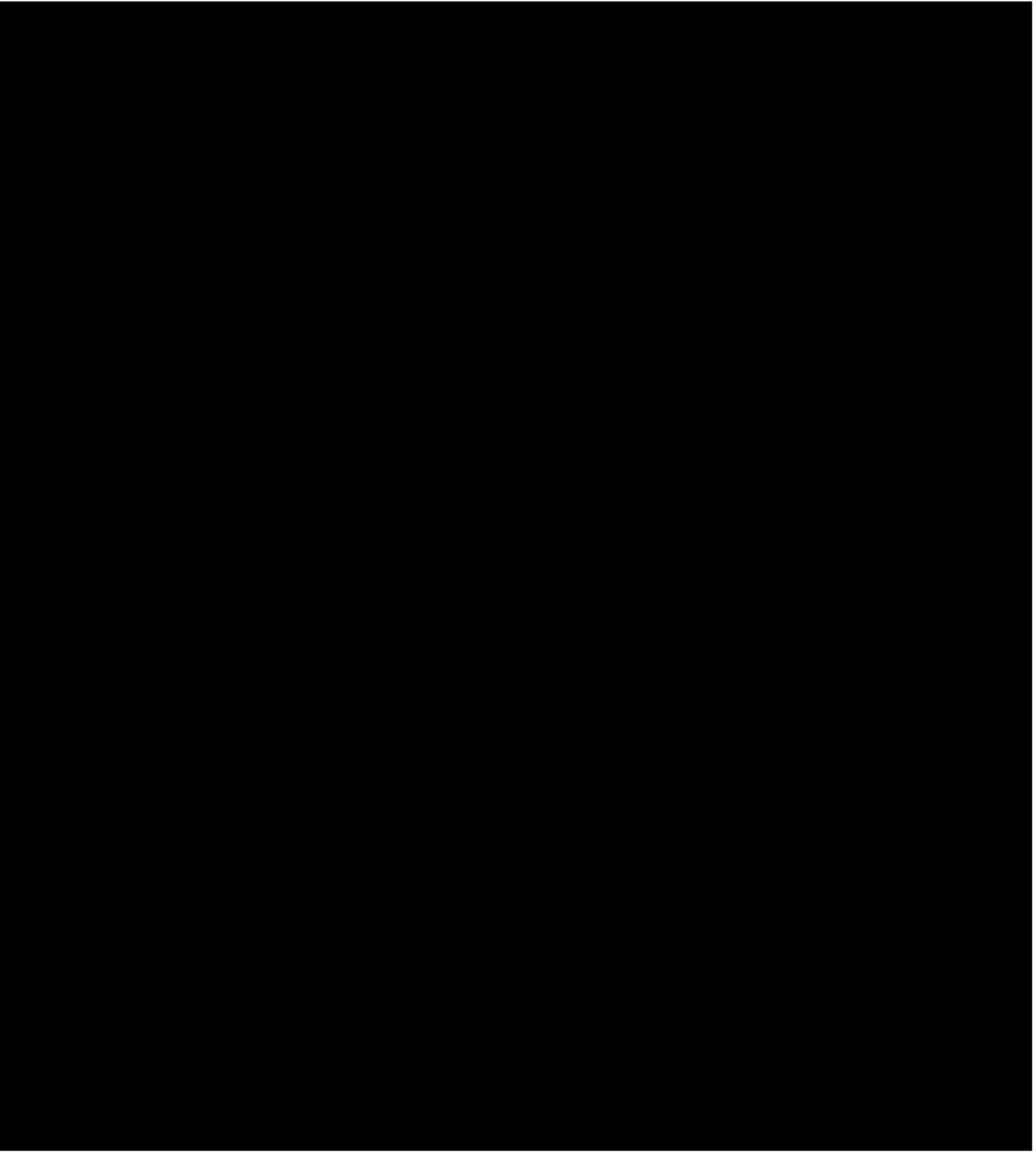
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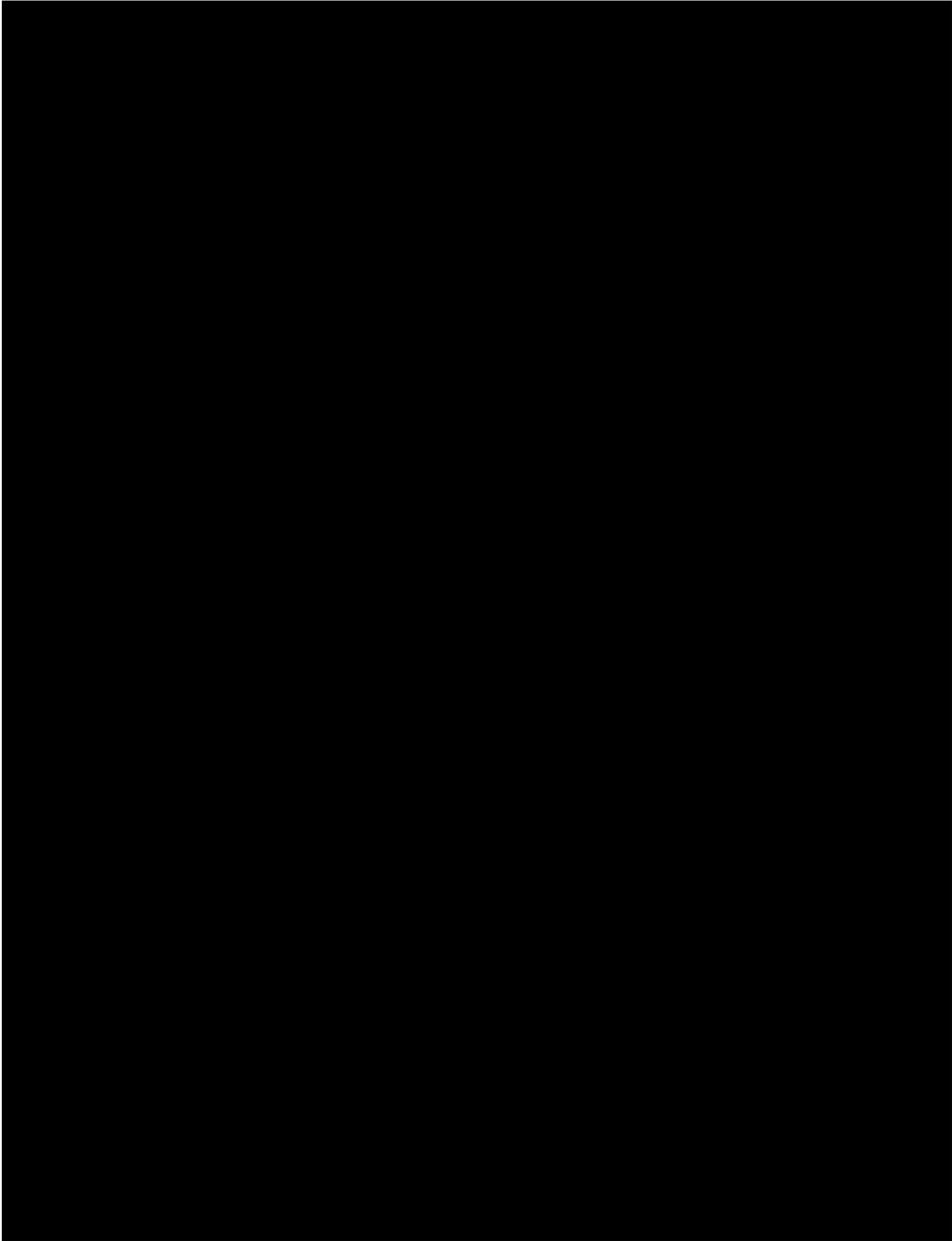
-Student Awards Night

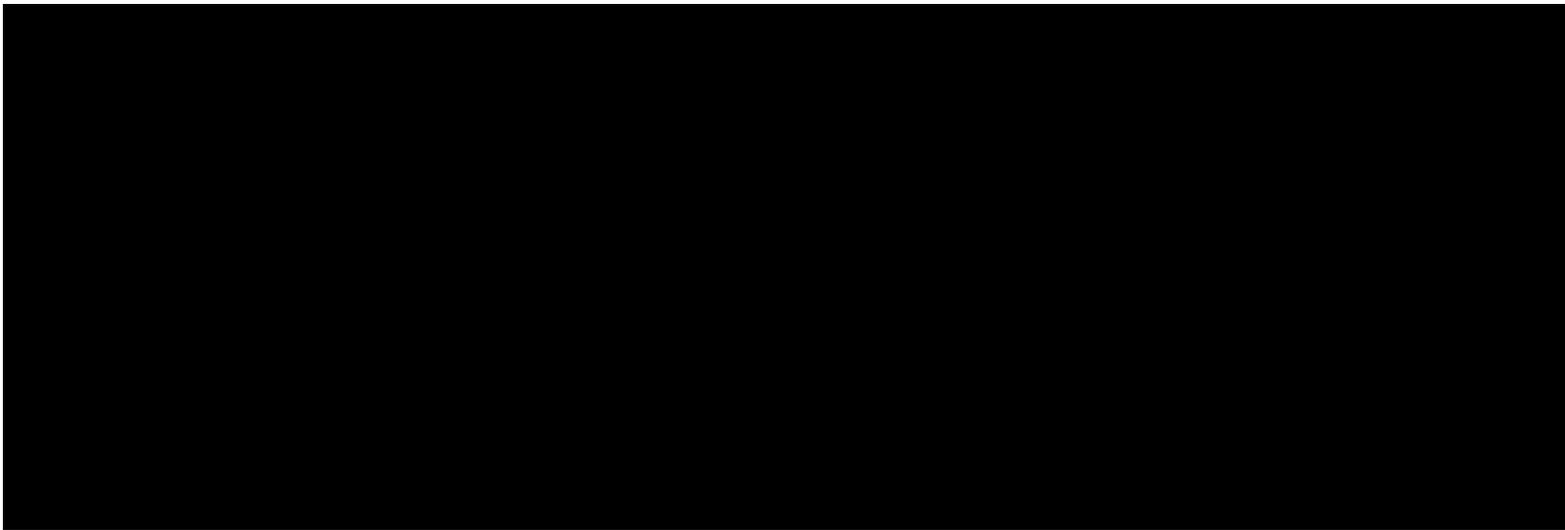
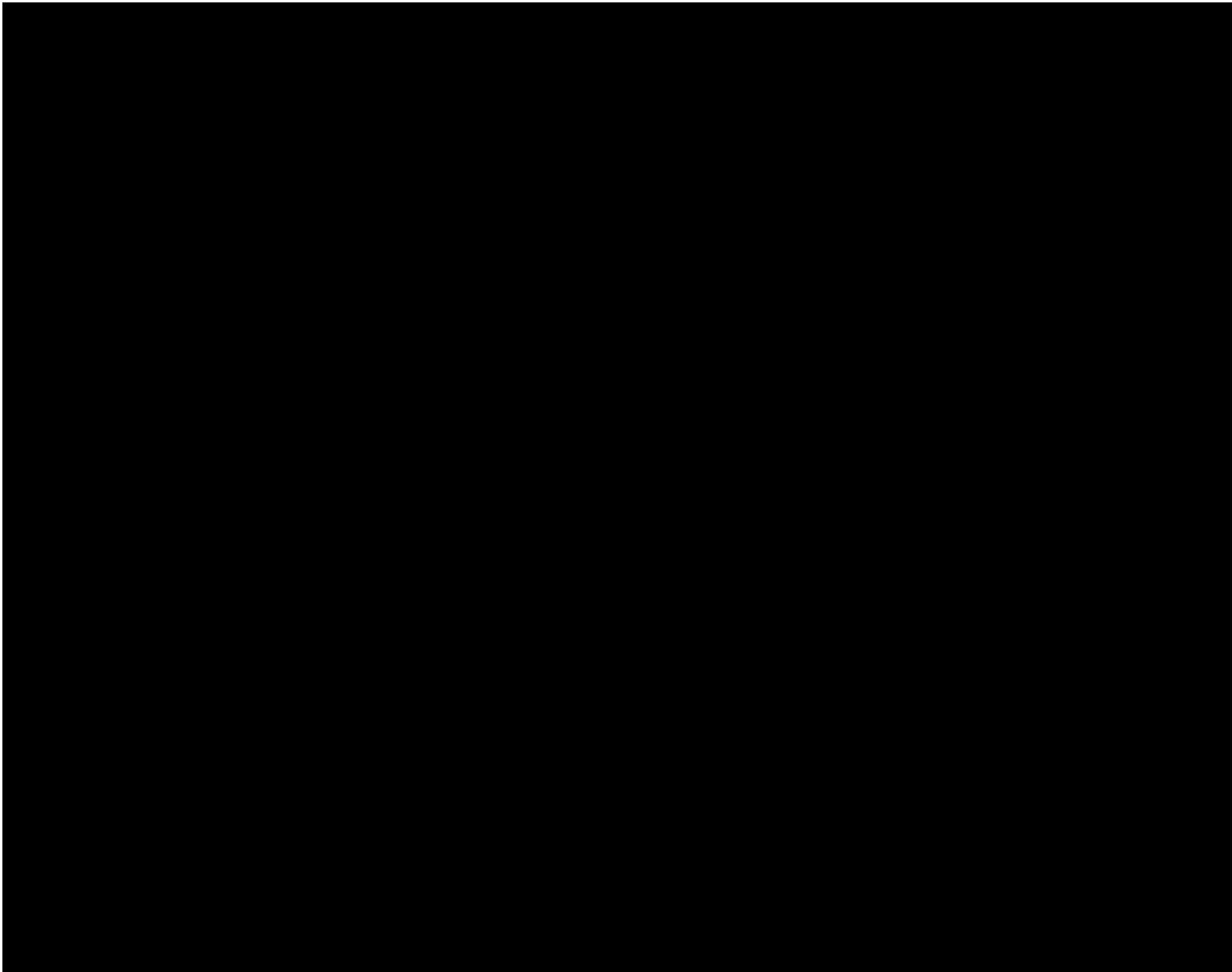
[REDACTED]

-Re The Pets In Need Program → [REDACTED]

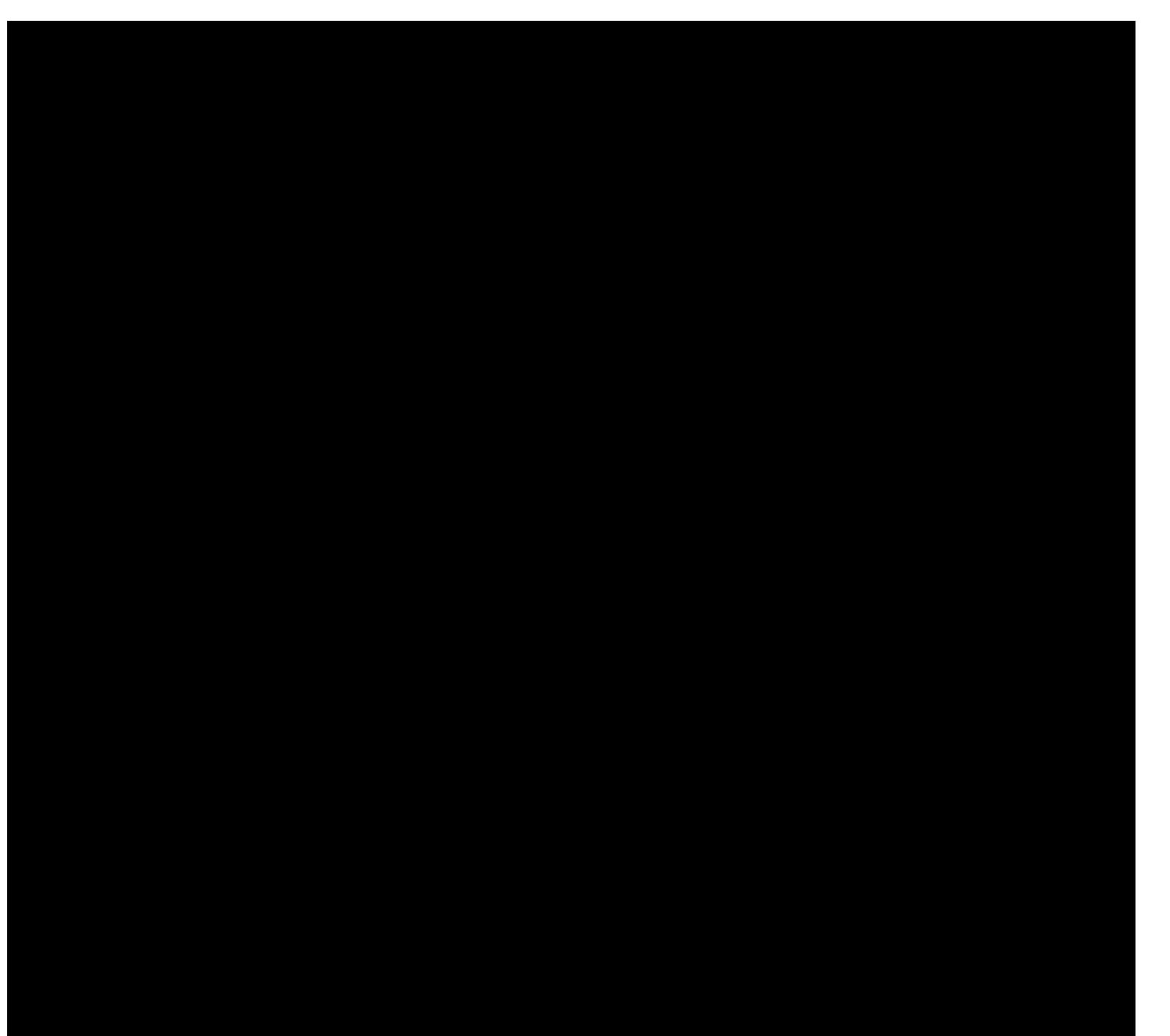












From: Keith Merchant
Sent: Thursday, March 07, 2013 10:53 AM
To: Rosanne Taylor
Subject: Fwd: Hill's and Royal Canin sponsorship
Attachments: SOLE_Timetable_20130227_Sponsor_involvement_highlighted.pdf; ATT00001.htm

Hi rosanne

See below

This feels like its getting out of hand from my perspective although I've been willing to help

I don't know the detail of these courses and it's not in my remit to argue about the detail with these academics

And they want me to raise invoices as well ?

Any suggestions ?

Regards

Keith

Sent from my iPhone

Begin forwarded message:

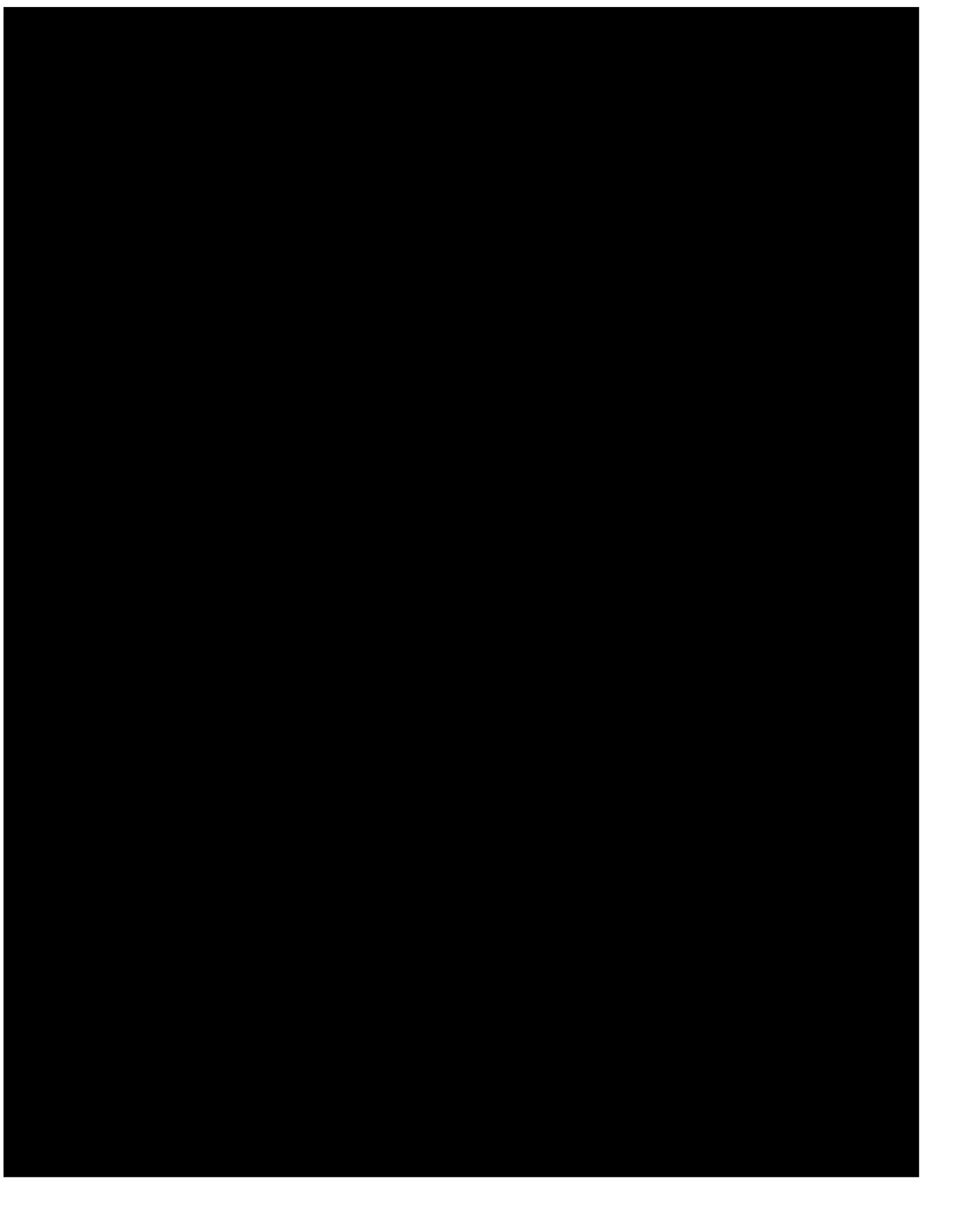
From: Susan Matthew <susan.matthew@sydney.edu.au>
Date: 7 March 2013 10:42:39 AM AEDT
To: Keith Merchant <keith.merchant@sydney.edu.au>
Cc: Susan Matthew <susan.matthew@sydney.edu.au>, Peter Higgins <peter.higgins@sydney.edu.au>, Rosanne Taylor <rosanne.taylor@sydney.edu.au>
Subject: Hill's and Royal Canin sponsorship

Hi Keith,

Hill's and Royal Canin participated as sponsors for SOLE last week as agreed -

[Redacted]

[Redacted]



Cheers,
Susan

DR SUSAN MATTHEW | Lecturer and Professional Practice Coordinator
Professional Practice | Faculty of Veterinary Science

THE UNIVERSITY OF SYDNEY

Gatekeeper's Lodge – B03 | The University of Sydney | NSW | 2006

T +61 2 9351 8760 | **F** +61 2 9351 3056

E susan.matthew@sydney.edu.au | **W** <http://sydney.edu.au>

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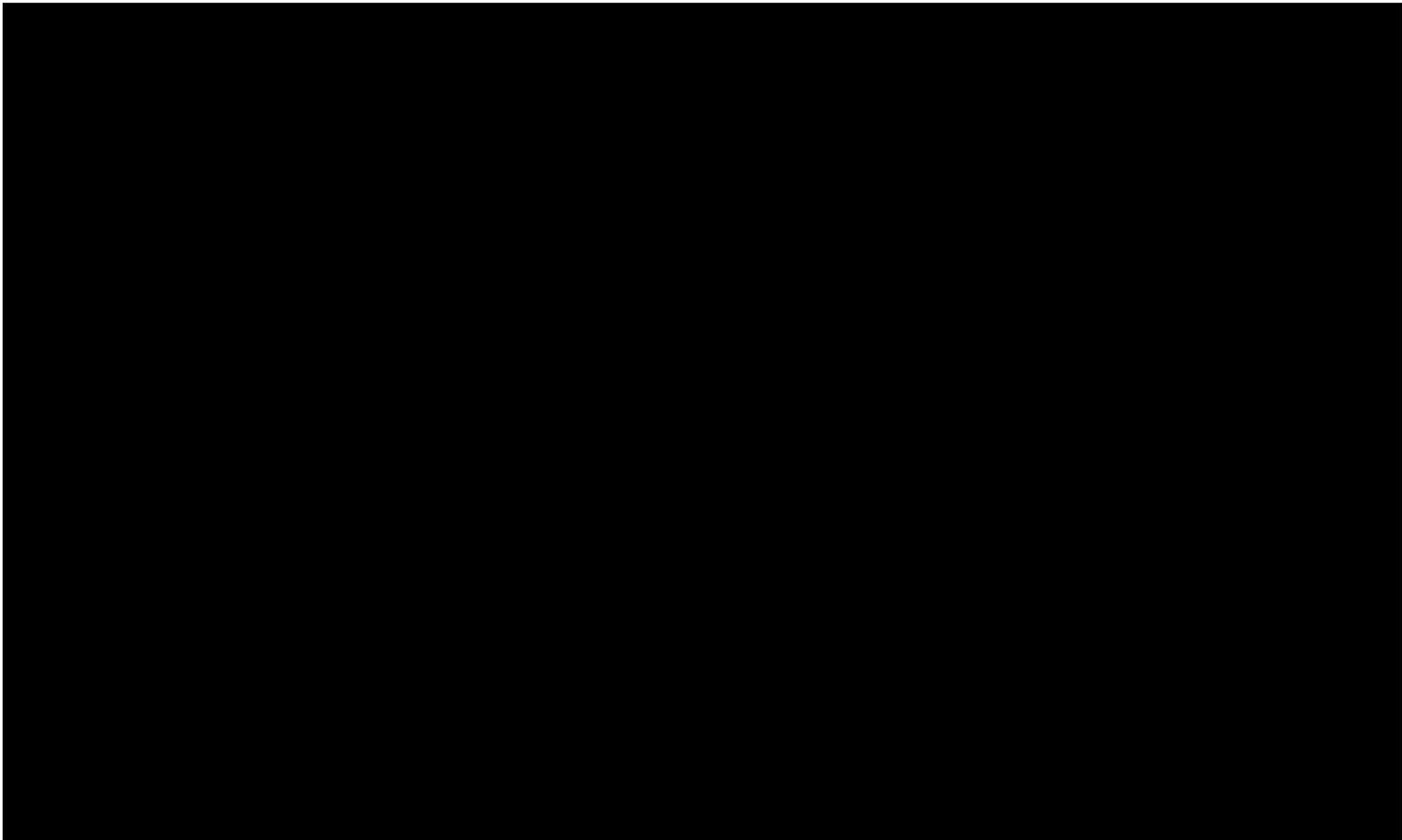
This email plus any attachments to it are confidential. Any unauthorised use is strictly prohibited. If you receive this email in error, please delete it and any attachments.

Please think of our environment and only print this e-mail if necessary.

From: Susan Matthew
Sent: Thursday, March 07, 2013 2:27 PM
To: Keith Merchant
Cc: Susan Matthew; Peter Higgins; Rosanne Taylor
Subject: RE: Hill's and Royal Canin sponsorship
Attachments: PVP Conference Program S2 2012_FINAL.pdf

Hi Keith,

I have received a reply from the coordinator of PVP2 last year and have attached a timetable for reference.



Susan

DR SUSAN MATTHEW | Lecturer and Professional Practice Coordinator
Professional Practice | Faculty of Veterinary Science

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From: Susan Matthew
Sent: Thursday, 7 March 2013 10:42 AM

To: Keith Merchant
Cc: Susan Matthew; Peter Higgins; Rosanne Taylor
Subject: Hill's and Royal Canin sponsorship

Hi Keith,

Hill's and Royal Canin participated as sponsors for SOLE last week as agreed -

[Redacted]

[Redacted]

Cheers,
Susan

DR SUSAN MATTHEW | Lecturer and Professional Practice Coordinator
Professional Practice | Faculty of Veterinary Science

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Monday 20th August

Time	Session	Speaker
9:00	Introduction to PVP, Semester 2	Ingrid van Gelderen
9:15	UVTH Sydney units of study	Kim Ticehurst
9:45	Law and the VPB	John Baguley
10:30	Morning Tea	Kindly sponsored by AVA student group
11:00	Intern Mentoring Program	David Foote
12:00	Final Year to Practice	David Foote
1:00	Lunch	Sponsorship - Pfizer, ASAVA, Advance
1:30	First 100 Days survival seminar	Ian Fontaine and guest speakers
3:15	Afternoon Tea	Sponsorship: Pfizer, ASAVA, Advance
3:30	First 100 Days survival seminar	Ian Fontaine and guest speakers
5:00	Close Day 1	

Tuesday 21st August

Time	Session	Speaker
9:00	Introduction - Day 2	Andrew Dart
9:15	Tour of the VVC	Melanie Robson
10:30	Morning Tea	Kindly sponsored by AVA student group
11:00	Work Health & Safety	Melanie Robson
11:20	Final Year - a supervisors' perspective	Geoff Scarlett
12:00	Acing your assessments	Anne Fawcett
12:30	Liability in Veterinary Practice	Michael McNally
1:00	Lunch - Photographs taken for VVC	Kindly sponsored by Guild Insurance
2:00	SAP Extramural units of study	Anne Fawcett
2:30	Electives unit of study	Susan Matthew
3:00	Case study support in final year	Vet Library Team
3:30	RPP extramural units of study	Siobhan Mor
4:00	UVTH Camden units of study	Tony Mogg
4:30	RMP extramural unit of study	TBC
5:00	Finish	

[Redacted]

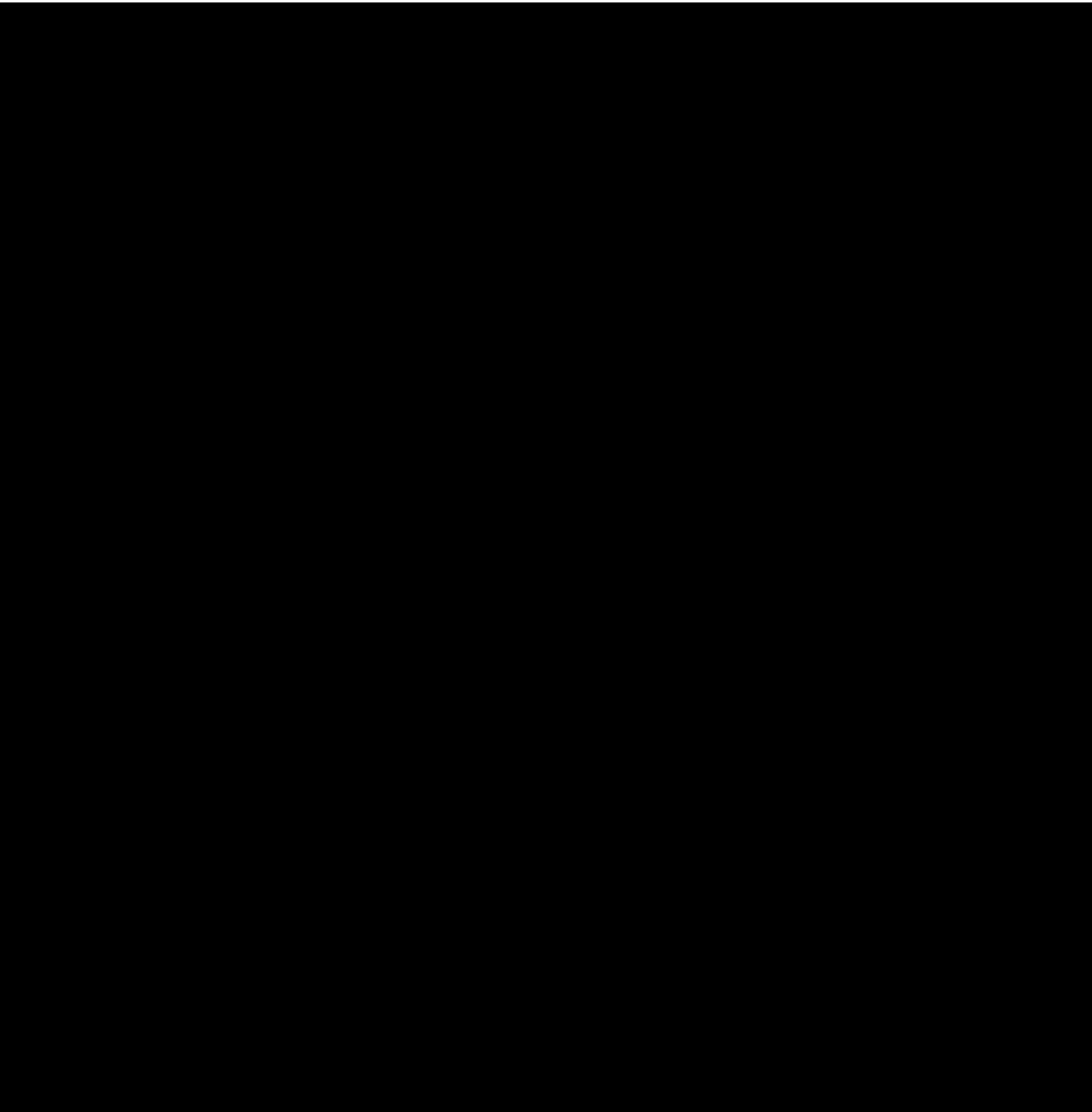
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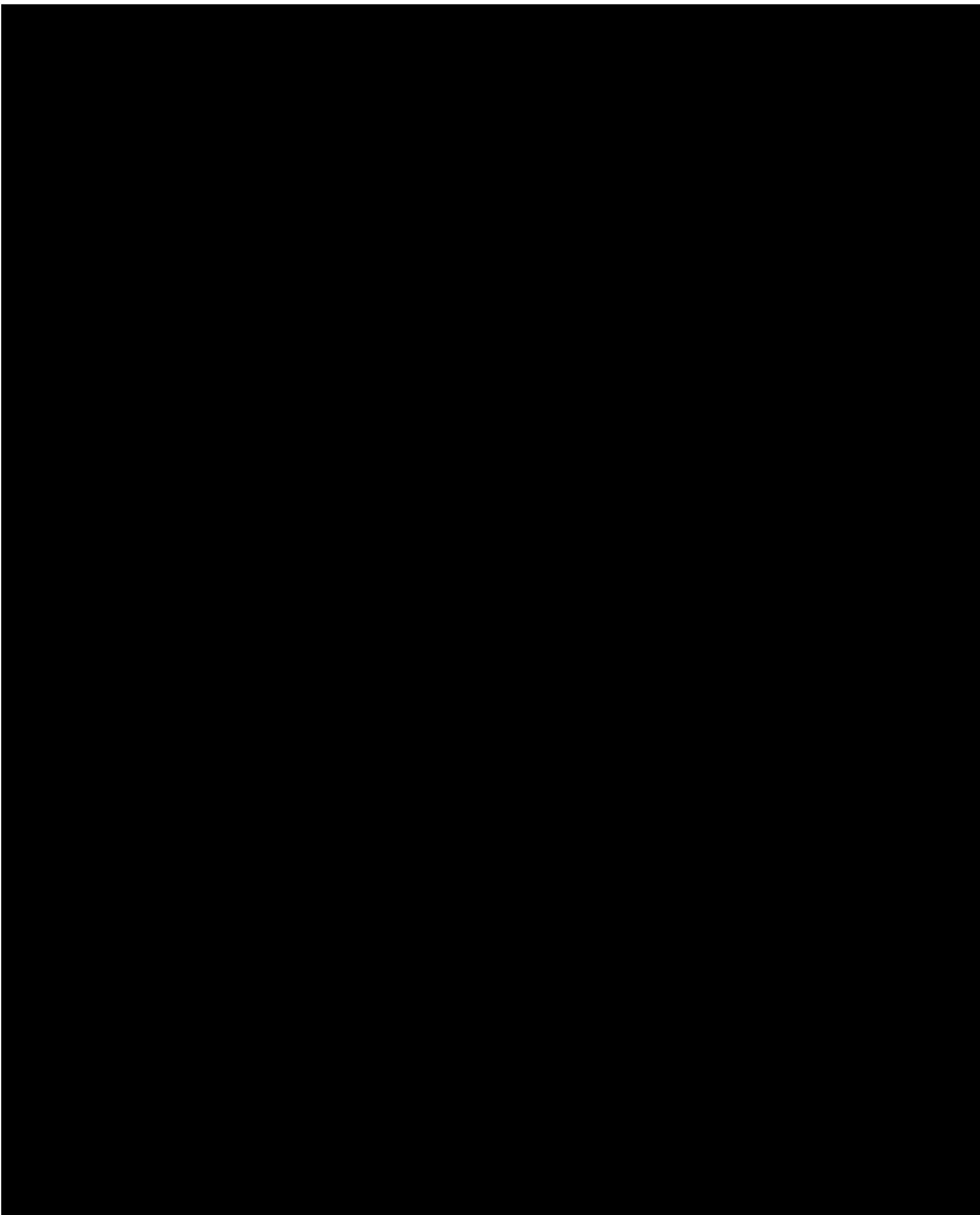
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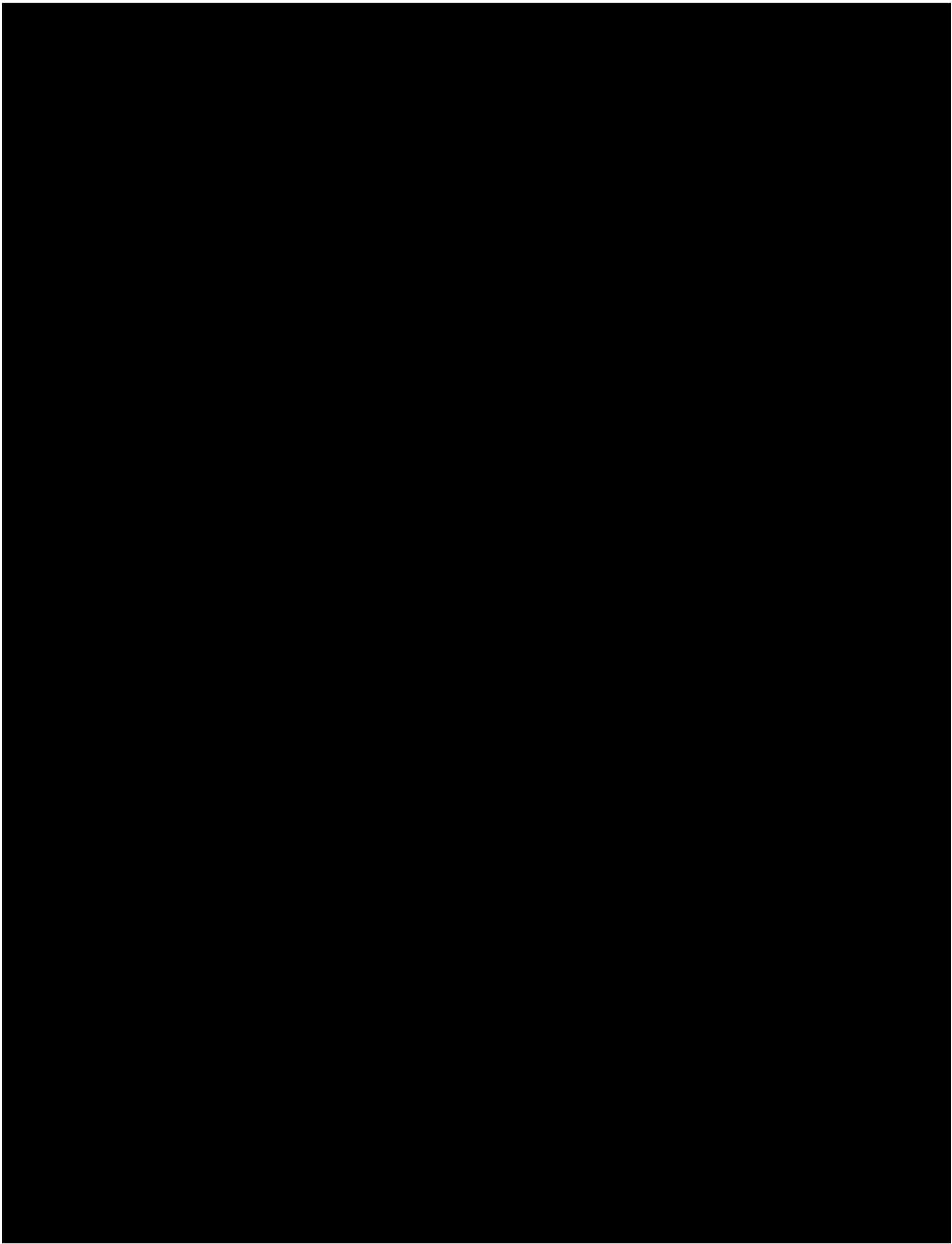
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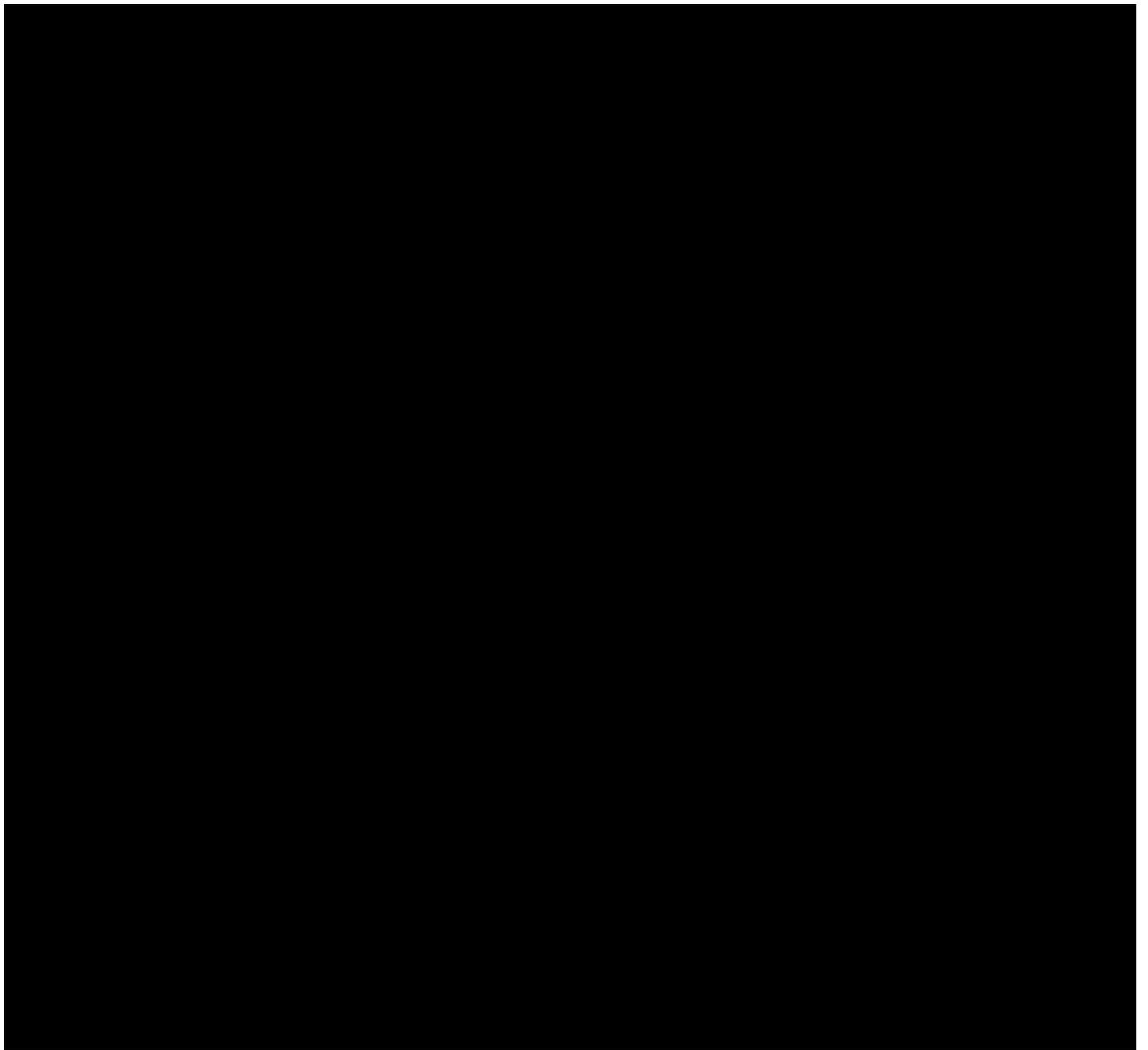
Regards

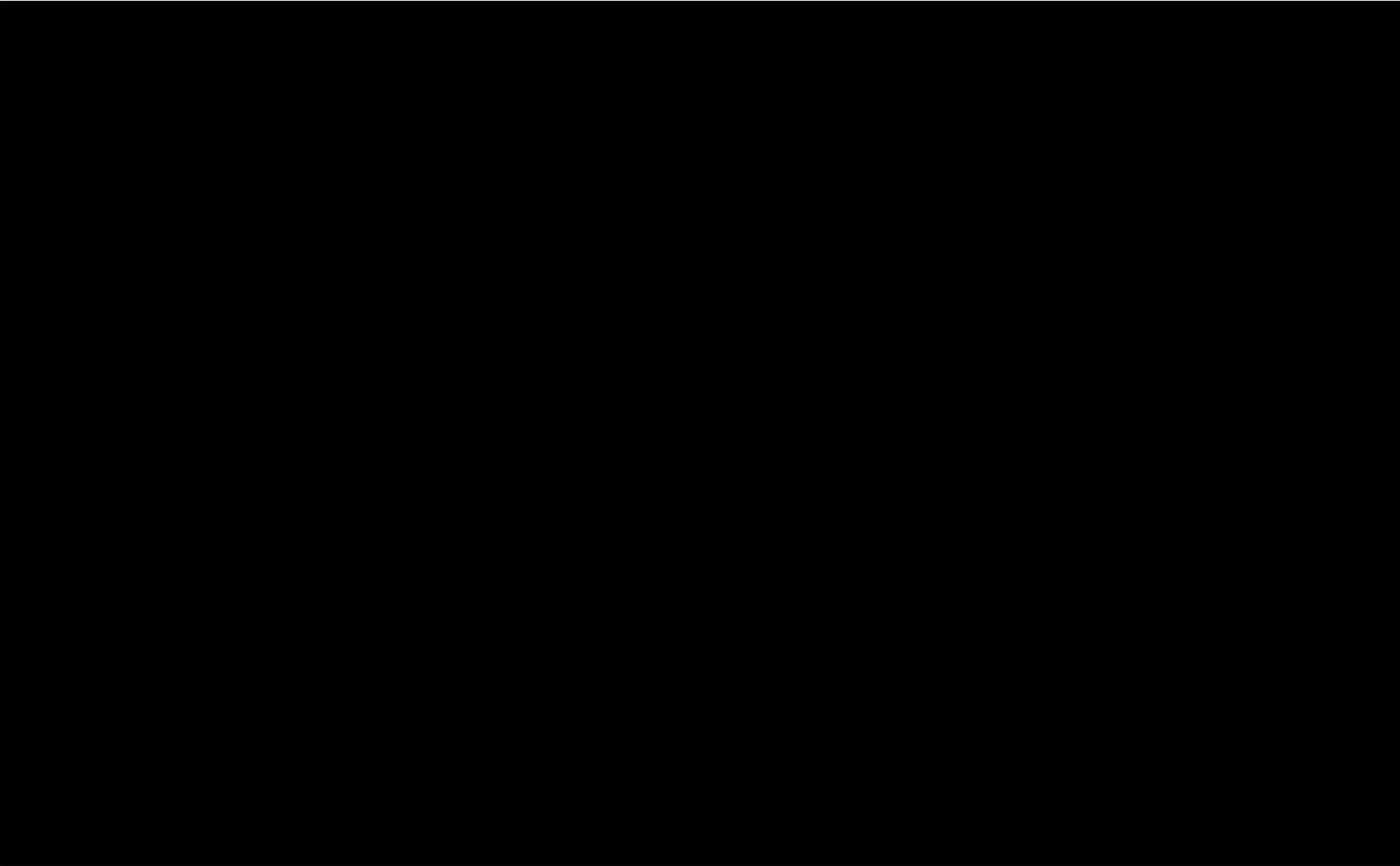
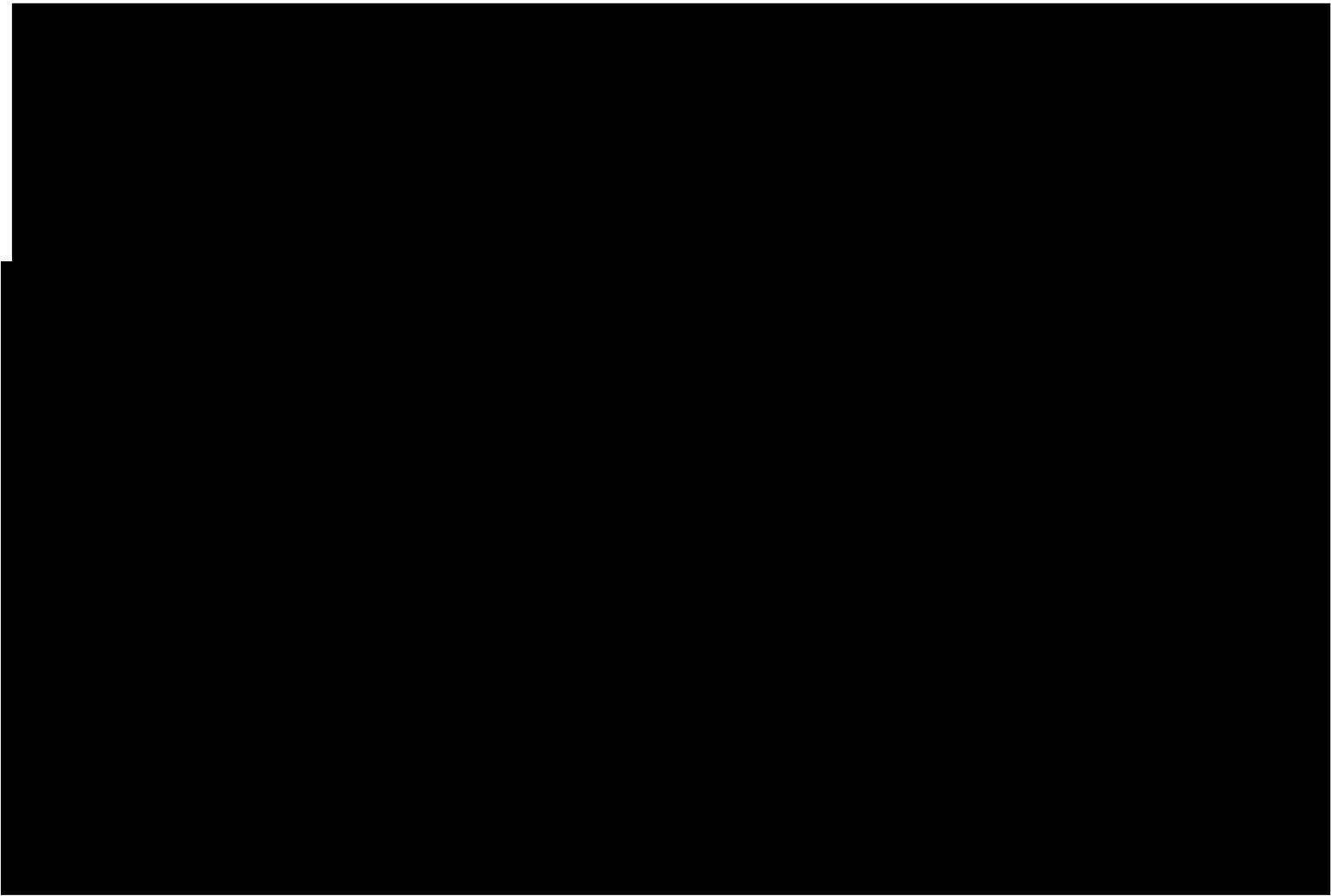
Keith

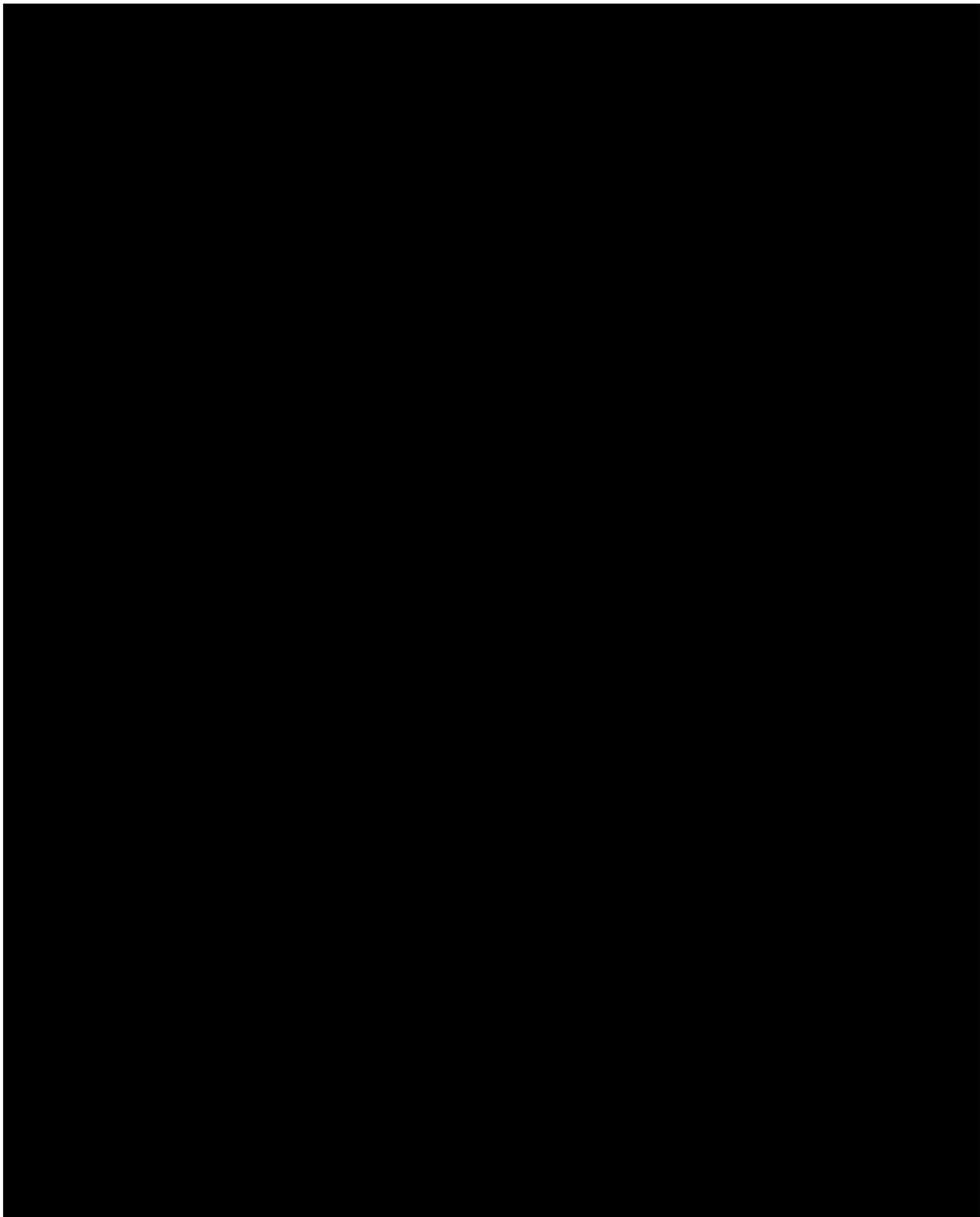


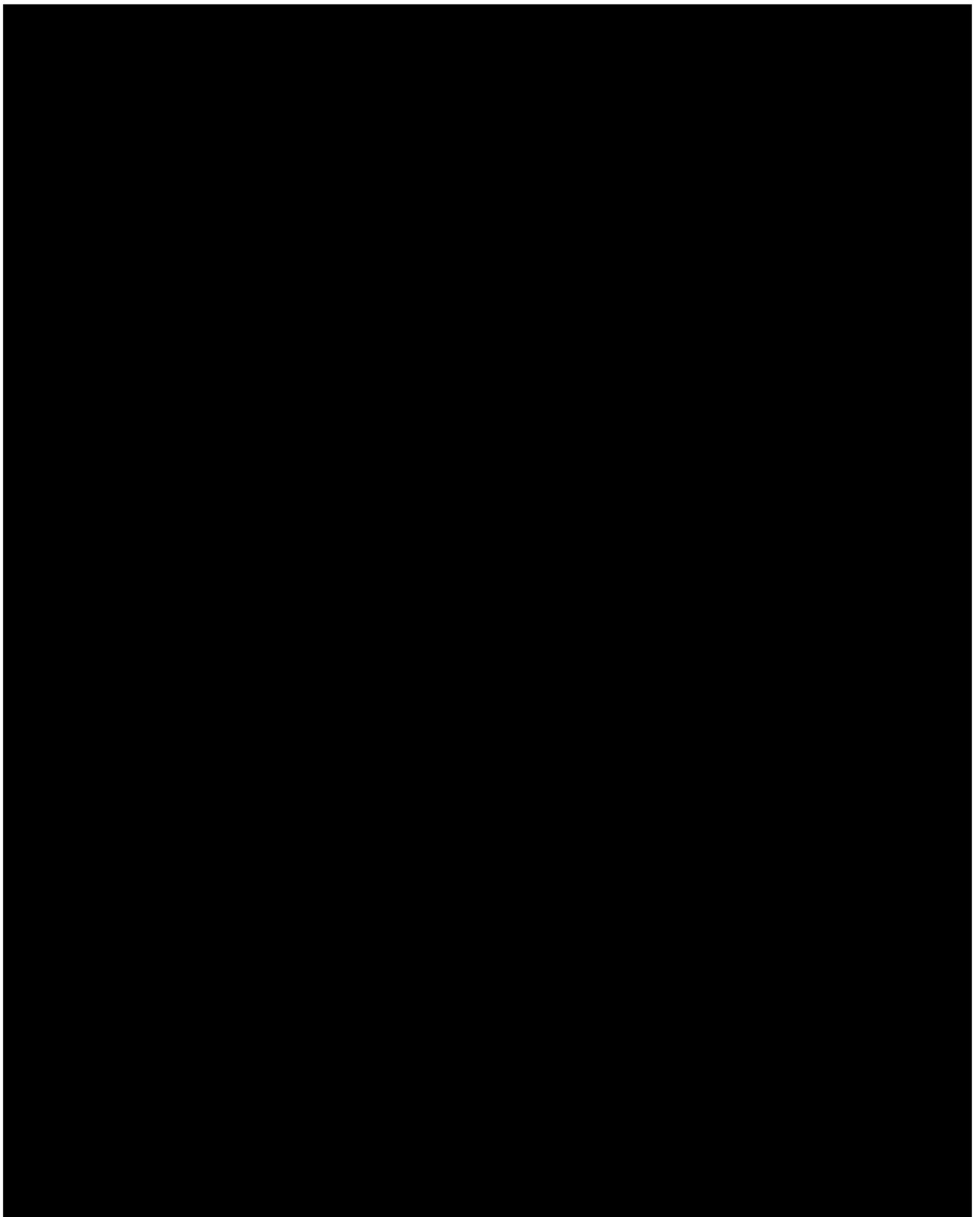


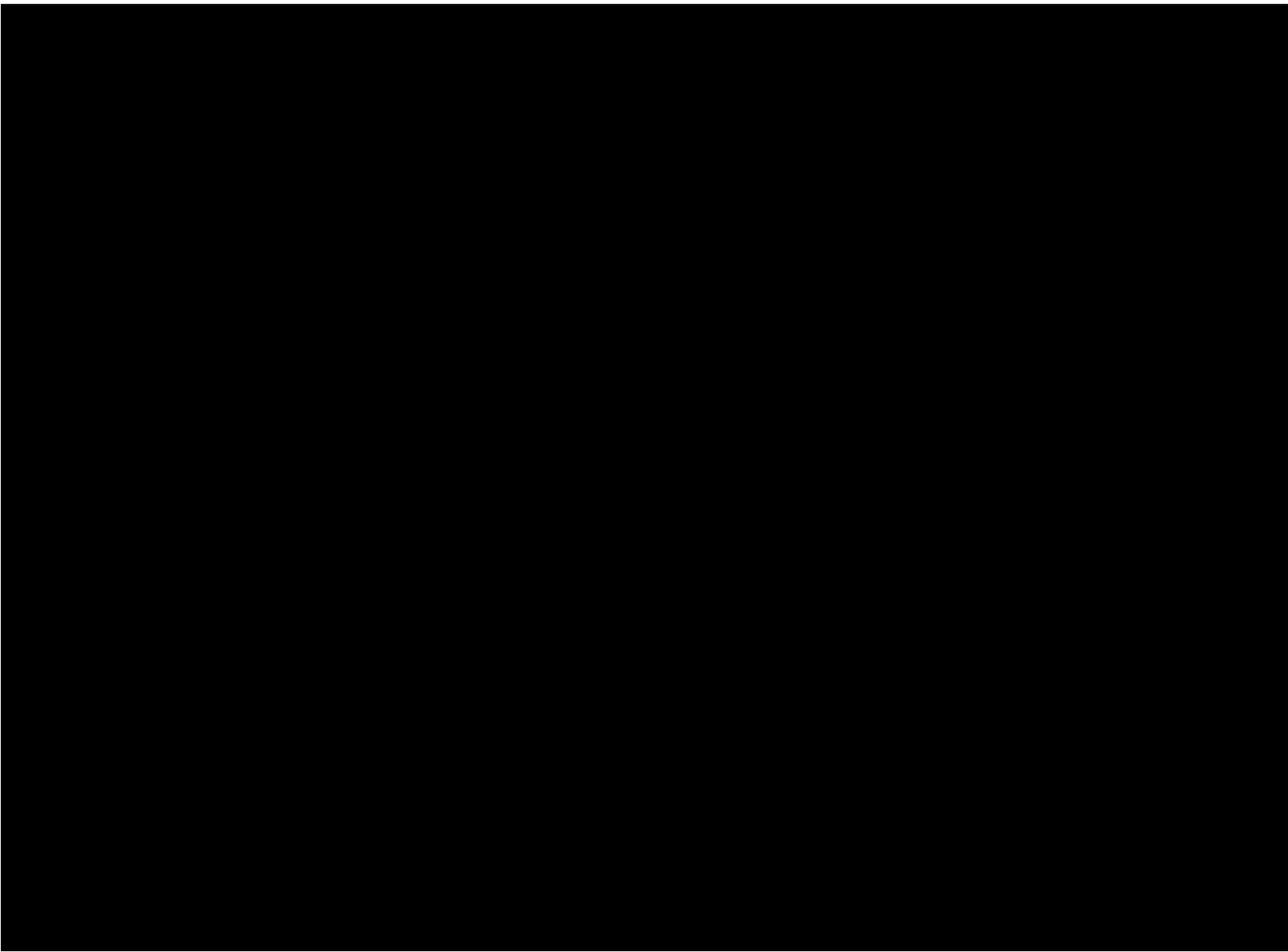












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