

La Trobe University (ABN 64 804 735 113) (LTU) and the Collaborator below have agreed to undertake the Project as described in the Details. The parties wish to enter into this Agreement to define their respective rights and obligations in respect of the Project in accordance with the Terms and Conditions attached.

Details

Collaborator	Name: Eastern State Visayas University ABN: N/A
Project Title	Exploring the Drivers and Impacts of Climate Gentrification in a Coastal City in the Philippines
Project description	As described in Attachment 1.
Term	Commencement Date: 1 March 2023
	End Date: 28 February 2024
LTU address for notices	Attention: Executive Director Research Office Address: Research Office, La Trobe University, Victoria 3086 Email: researchcontract@latrobe.edu.au
Collaborator's address for notices	Attention: Pearly Joy Perante Peja Address, Street: 6XRW+3W9, Salazar St, Downtown, Tacloban City, Leyte, Philippines Email: pearlyjoy.peja@evsu.edu.ph
LTU's representative (Chief investigator)	Name: Brooke Wilmsen Title: Senior Lecturer, Anthropology Phone: +61 3 9479 6693 Email: B.Wilmsen@latrobe.edu.au School: School of Humanities and Social Sciences
Collaborator's representative	Name: Pearly Joy Perante Peja Title: Instructor Phone: +63910 911 3999 Email: pearlyjoy.peja@evsu.edu.ph
Background IP	None specified
Materials or equipment	None specified
Contributions	<p>LTU:</p> <ul style="list-style-type: none"> La Trobe Asia grant valued at AUD\$6,360 (not inclusive of Chief Investigator's airfares and accommodation expenses set out in Attachment 1). In person interviews with residents and government officials in Tacloban Co-authorship of a final report with the Collaborator for the Philippines Homeowners Association and used in academic publications and journals. <p>Collaborator:</p> <ul style="list-style-type: none"> In person interviews with residents and government officials in Tacloban Co-authorship of a final report with the Collaborator for the Philippines Homeowners Association and used in academic publications and journals.
Students	Not applicable
Project committee	Not applicable
Collaborator consent to disclose Project details on LTU staff web profiles	(Select one): <input type="checkbox"/> The Collaborator consents to the disclosures in clause 8.2. <input checked="" type="checkbox"/> LTU agrees to not make the disclosures in clause 8.2 without first obtaining the express written permission of the Collaborator.
Special Conditions	Not applicable.

EXECUTED BY THE PARTIES AS AN AGREEMENT:

SIGNED for and on behalf of LTU
by its duly authorised signatory

SIGNED for and on behalf of the Collaborator
by its duly authorised signatory

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

WITNESSED by

Signature:

Name: Dr. Analyn C. Corong-España

Position: Vice-President for Research & Development
and Extension Services, EVSU

Date:

WITNESSED by

Signature:

Name: Dr. Danilo Pulma

Position: Vice-President for Internationalization, EVSU

Date:

Terms and Conditions

1. Interpretation

1.1 In this Agreement unless the contrary intention appears:

Agreement means this agreement including the Details, these Terms and Conditions and any schedules or attachments

Authority means all Commonwealth, State, Territorial and local government councils, parliaments, government departments, offices, bodies, instruments or authorities of Australia

Background IP means IPR which existed prior to the Commencement Date or is created or acquired independently of this Agreement after the Commencement Date and is made available by a party to the other party for the purpose of this Agreement, and includes the Background IP (if any) set out in the Details

Confidential Information means information that is designated by a party as confidential, is by its nature confidential or that the party knows or ought to know is confidential, but does not include information which:

- (a) is or becomes public knowledge other than by breach of this Agreement or by any unlawful means
- (b) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party
- (c) is required by law to be disclosed; or
- (d) has been independently developed or acquired by a party without reference to the other party's information and the first party provides valid written evidence to that effect

Intellectual Property or IPR includes copyright, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how), and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields

Personal Information means personal information or health information as defined in the Privacy Laws

Privacy Laws includes the *Privacy and Data Protection Act 2014* (Vic), the *Health Records Act 2001* (Vic), the *Privacy Act 1988* (Cth) and all other applicable privacy and data protection laws, and the Information Privacy Principles, Health Privacy Principles and Australian Privacy Principles under those Acts

Project means the Project described in the Details

Project IP means any IPR created or arising as a direct result of the conduct of the Project but excludes copyright in a Student's thesis

Publish and **publication** include, but are not limited to, written publications and verbal presentations in any form; and

Student means a student of LTU participating in the Project and includes Student(s) as specified in the Details.

Other capitalised terms have the meaning set out in the **Details** on page 1 of this Agreement.

1.2 Words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter. Where a word or phrase is given a particular meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings. Any amounts set out in this Agreement are in Australian Dollars unless otherwise expressly specified.

1.3 Any Special Conditions set out in the Details take precedence over the Terms and Conditions in the event of inconsistency.

2. Term

2.1 This Agreement commences on the Commencement Date and continues until the End Date unless terminated in accordance with clause 10.

3. Project

3.1 Each party agrees with respect to the Project:

- (a) to carry out the Project and provide their respective Contributions to the Project at the times and in the manner set out in the Details
- (b) to carry out the Project with due care and skill in an ethical and professional manner and in accordance with this Agreement
- (c) to comply with all applicable laws in conducting the Project
- (d) to ensure that their personnel have a copy of and are aware of their obligations under this Agreement
- (e) to maintain reasonable, up to date and accurate records regarding the conduct and conclusions of its part of the Project and its respective Contributions
- (f) to cooperate with each other in relation to any allegations of research misconduct; and
- (g) that each party will be responsible for obtaining such authorisations and institutional approvals, including any ethics or biosafety approvals, for the Project as may be required by law and under that party's statutes, regulations, policies and procedures.

4. Payment

4.1 Except as set out in this Agreement, each party will be responsible for its own costs and expenses incurred by it in carrying out the Project.

4.2 Where the Details provide for any cash amounts to be transferred from one party to another, such amounts will be payable at the times set out in the Details upon receipt of a valid invoice.

4.3 Amounts referred to in this Agreement are expressed exclusive of GST unless otherwise stated. For the purpose of this agreement "GST" means a goods and services tax imposed on the supply of goods and services (including intellectual property) under *A New Tax System (Goods and Services Tax) Act 1999* (Cth). If GST is imposed on any supply made under or in accordance with this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment.

5. Cooperation and management

5.1 The parties may establish a project committee for the day to day management of the Project and the committee shall

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regulate its own procedures at its meetings as it thinks fit and meet as and when required, and comprise such members as set out in the Details or as otherwise agreed from time to time.

- 5.2 At all times during this Agreement the parties shall cooperate with each other and act in good faith to resolve any dispute or disagreement concerning this Agreement. Except for urgent interlocutory relief, neither party will institute any arbitration, litigation or proceedings relating to this Agreement without first endeavouring in good faith to resolve the dispute by: (a) referring the matter to a senior executive officer of each party and allowing a reasonable period for resolution; and (b) if the dispute still cannot be resolved, referring it for mediation by a mediator appointed by the Law Institute of Victoria, at each party's own cost.
- 5.3 Each party will, when using the other party's premises, facilities or equipment, comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at the premises or in regard to the facilities or equipment, as notified by that party or as might reasonably be inferred from the use to which the premises, facilities or equipment are being put.
- 5.4 Each party acknowledges with respect to the Project that, due to the inherent nature of scientific research, there will usually be differences between forecasts and actual results as events and circumstances may not occur as expected (and these differences may be material), and no particular research result is guaranteed.

6. Confidentiality and Privacy

- 6.1 Each party agrees that all Confidential Information obtained from the other party pursuant to this Agreement will be treated as confidential and, except as required by law, must not be disclosed to any third party without the prior written consent of the other party.
- 6.2 Each party agrees that in carrying out this Agreement they will comply with the Privacy Laws.
- 6.3 Each party may use Confidential Information and Personal Information of the other party only for the purposes of the Project and in accordance with this Agreement and shall take such steps as reasonably necessary to protect such information against misuse or unauthorised disclosure and maintain its confidentiality and security. If a party becomes aware that any Confidential Information or Personal Information has or may be disclosed in contravention of this clause, it will immediately notify the other party and take such steps as reasonably required by that party to protect or maintain the confidentiality or security of that information.
- 6.4 Upon termination of this Agreement or otherwise upon request, each party agrees to promptly destroy or return to the other party as requested all copies of any Confidential Information and Personal Information disclosed by the other party, provided that each party is entitled to retain in confidence a copy of the Confidential Information for its record keeping purposes as required by law.
- 6.5 Each party shall assume responsibility for the actions of its employees, officers, agents and subcontractors who have access to the Confidential Information and Personal Information and ensure that its employees, officers, agents

and subcontractors are aware of and comply with the obligations under this clause.

7. Intellectual Property

- 7.1 The ownership of Background IP will not be altered or transferred or assigned merely by virtue of its use for the purposes of this Agreement.
- 7.2 Each party grants to the other party a non-exclusive, non-transferable, royalty-free licence to use its Background IP to the extent necessary to carry out the Project but for no other purpose.
- 7.3 Subject to clause 7.1, the parties agree that all rights, title and interest in the Project IP are owned solely by the party, or jointly by the parties, that contribute to its development or creation and, in the case of jointly owned Project IP, the relevant parties own the Project IP as tenants in common in shares proportionate to their respective intellectual contributions to the development or creation of that Intellectual Property.
- 7.4 Having regard to any requirements to protect potentially commercially valuable Project IP, each party grants to each other party a non-exclusive, non-transferable, permanent, irrevocable, royalty-free, worldwide licence to use the Project IP they own for non-commercial research, education and training purposes, and (subject to clause 8 of this Agreement) for publication purposes.
- 7.5 Each party agrees to provide to the other party written notice (within a reasonable time) of any Project IP that may have potential commercial value if and when it becomes aware of such Project IP. The parties shall decide jointly what, if any, measures should be taken to protect the identified Project IP, including any steps to maintain the confidentiality of the Project IP until such steps can be taken to its obtain its protection, and shall negotiate in good faith and enter into separate written agreement so as to fairly share in any proceeds of commercialisation in accordance with each party's contribution to the creation of the relevant Project IP.
- 7.6 Nothing in this Agreement prevents a Student involved in the Project from providing a thesis or paper to an examiner for assessment provided that the thesis or paper will be submitted to examiners in confidence if Confidential Information is involved. The parties acknowledge and agree that copyright in a Student's thesis remains vested in that Student.

8. Publicity and publication

- 8.1 All press releases, advertisements or other announcements relating to this Agreement will be made jointly with the written approval of each party.
- 8.2 Subject to clause 6 (Confidentiality and Privacy), LTU may make reference to this Agreement, including the Collaborator, Project Title and Term, in its public staff web profiles of researchers involved in carrying out the Project.
- 8.3 Either party is entitled to Publish the results of the Project subject to following:
- (a) the first party will provide a copy of their proposed publication to the other at least 28 days in advance of submitting for publication

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- (b) the other party may provide comments and/or reasonable amendments to the publication to protect their Confidential Information and/or Intellectual Property Rights provided they are given to the first party in writing no later than 14 days before the publication is made; and
 - (c) if no such comments or amendments are provided within the 14 day period, or the first party revises the publication to remove the identified Confidential Information or Intellectual Property, the first party may make the publication.
- 8.4 Each party shall acknowledge the other's contributions in all publications prepared by that party which concern the research conducted pursuant to this Agreement in accordance with accepted academic practice.
- 8.5 Each Party shall comply with the moral rights of any authors (including the Student) of any Project IP.
- 9. Insurance and liability**
- 9.1 Each party shall effect and maintain adequate insurances to cover any liabilities of that party arising under this Agreement.
- 9.2 Each party will indemnify and keep indemnified each other party from and against all claims and actions arising from any wilful, unlawful or negligent act or omission on the part of the first mentioned party or its employees, agents, contractors or consultants in connection with this Agreement.
- 9.3 A party's liability to indemnify another party under clause 9.2 will be reduced proportionately to the extent that a wilful, unlawful or negligent act or omission of the indemnified party or its employees, agents, subcontractors or consultants contributed to the relevant claim or action.
- 10. Termination**
- 10.1 A party may by written notice to the other party immediately terminate this Agreement if:
- (a) the other party is in breach of any terms of this Agreement and the breach is not remedied within thirty (30) days of a notice from the complaining party specifying the breach and requiring its remedy; or
 - (b) any of the following occurs and the parties cannot reasonably resolve or amend the Project to take account of such change in circumstances:
 - (i) any regulatory authorisation (including but not limited to approval of any ethics committee) is refused or withdrawn
 - (ii) any direction or order from of an Authority (including but not limited to a declaration of a state of emergency or disaster or a health direction) that affects the carrying out of the Project
 - (iii) the other party has any winding up petition presented against it, is placed under official management, administration, provisional liquidation or a receiver or receiver and manager or other controller is appointed over its undertaking or property or any part of its property or undertaking, or, in the case of an individual, becomes bankrupt or insolvent or enters into any arrangement or assignment with creditors (subject any restrictions imposed under the *Corporations Act 2001* (Cth))
 - (iv) an issue of health, safety or security arises with regard to the Project; or,
 - (v) a party's investigator for the Project becomes unavailable for any reason to complete the Project.
- 10.2 A party may terminate this Agreement for convenience by providing 30 days' written notice to the other party.
- 10.3 Clauses 5, 6, 7, 8, 9, 11.5, 11.6 and 11.7(c) survive termination or expiry of this Agreement.
- 11. General**
- 11.1 This Agreement does not create any agency, employer-employee relationship or a partnership of any kind. Each party is an independent contractor without authority to bind the other. Neither party nor its personnel are agents or employees of the other by virtue of this Agreement.
- 11.2 All notices required to be given under this Agreement shall be in writing sent to the party's address for notices as set out in the Details or otherwise advised from time to time. A notice may be delivered by post or by e-mail.
- 11.3 Each party warrants to the other party that it has the power and authority to enter into and to comply with its obligations under this Agreement.
- 11.4 Neither party will assign any right or obligation under this Agreement without the other party's prior written consent.
- 11.5 If a party to this Agreement consists of more than one person those persons shall be jointly and severally bound under this Agreement.
- 11.6 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.
- 11.7 This Agreement:
- (a) may only be varied by further written agreement of the parties
 - (b) constitutes the entire agreement and understanding between the parties with respect to its subject matter
 - (c) will be construed in accordance with the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria; and
 - (d) may be executed electronically and in separate counterparts, each counterpart constituting an original, all of which taken together constitute this Agreement.

Attachment 1 – Project

Exploring the Drivers and Impacts of Climate Gentrification in a Coastal City in the Philippines

Researchers have started to float the idea of “climate gentrification” as a mechanism by which climate change may contribute to pre-existing inequalities in housing (Best & Jouzi, 2022; Keenan et al., 2018). Scholars contend that climate change would affect property markets and people’s choice of residential locations, and can subsequently lead to changes in the demographic and socio-economic profile of neighbourhoods (Wang et al., 2023). While there are varying definitions of the term “climate gentrification”, researchers agree that climate impacts and associated adaptation actions may lead to differences in property values (de Koning & Filatova, 2020). Critical scholars warn that climate gentrification can threaten and displace poor and vulnerable groups (Anguelovski et al., 2019). Our research consequently attempts to explore the unexamined nexus between climate resettlement and climate gentrification.

We seek to uncover how climate resettlement might contribute to climate gentrification and how it might be worsening the pre-existing vulnerabilities of residents in coastal cities. To this end, we have identified a city in the Philippines, Tacloban, where there is anecdotal evidence of climate gentrification through climate resettlement.

