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**M E M O R A N D U M**

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**TO** : Professor Kwong Lee Dow, Vice Chancellor  
**FROM** : Dr Richard Frampton, General Manager  
**DATE** : 2 August 2004  
**SUBJECT** : *Affiliation Agreement with the Anti Cancer Council*

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The Faculty of Medicine, Dentistry and Health Sciences, proposes that a formal affiliation be established between the University of Melbourne and the Cancer Council of Victoria. This affiliation proposal has the endorsement of the Director of the Cancer Council.

A proposed affiliation agreement is attached.

I would be grateful if this could be considered at the next meeting of Planning and Budgets Committee.

Richard Frampton  
**General Manager**

## **AFFILIATION AGREEMENT**

**THIS AGREEMENT** is made on  
2004

### **BETWEEN:**

**THE UNIVERSITY OF MELBOURNE**

(ABN 84 002 705 224)  
of Grattan Street, Parkville, Vic, 3010  
("the University")

### **AND:**

**THE ANTI-CANCER COUNCIL OF VICTORIA**

(ABN 61 426 486 715)  
of 1 Rathdowne Street, Carlton, Vic, 30  
("the Cancer Council")

### **RECITALS:**

- A. The University is by the Melbourne University Act 1958 (Vic) ("the University Act") established as a University. Section 18 of the University Act confers power on Council of the University to make and alter statutes for the affiliation to or connection with the University of any educational, commercial, cultural, sporting or other institution, organisation or body, subject to certain conditions therein set out.
- B. Pursuant to the provisions of the Cancer Act 1958 ("the Cancer Act") of the State of Victoria there is established a body corporate by the name of the Anti-Cancer Council of Victoria ("the Cancer Council") the objects of which include the following:
- (a) to co-ordinate in Victoria all activities relating to research with respect to cancer and allied conditions and in particular research into the causation, prevention and treatment of cancer and allied conditions;
  - (b) to undertake, promote and subsidise such research; and
  - (c) to –
    - (i) provide information and advice; and
    - (ii) develop, co-ordinate and participate in educational programs—relating to the prevention, detection, treatment and management of cancer and allied conditions.
- C. The Cancer Council has such powers as are necessary to achieve its objects and to act in association with any organisation having objects similar to the objects of the Cancer Council.

- D. The University and the Cancer Council desire that the Cancer Council be affiliated for the purposes of –
- (a) promoting and assisting the teaching and supervision of undergraduate and postgraduate students and students undertaking other courses of the University and providing facilities therefor;
  - (b) facilitating and encouraging the conduct of collaborative clinical research among students and the sharing of resources;
  - (c) promoting a co-operative effort between members of staff of the Cancer Council and members of staff of University towards teaching by the University and research in areas of common interest; and
  - (d) promoting and encouraging appropriate research between members of staff of the Cancer Council and members of staff of the University and providing facilities therefor.
- E. The Cancer Council and the University wish to procure the enactment of a statute by the University in accordance with the University's statutes and regulations in the form of the draft affiliation statute annexed hereto and marked "A".

**OPERATIVE PROVISIONS:**

1. The Cancer Council, pursuant to section 5(2)(da) of the Cancer Act, agrees to be affiliated to and connected with the University on the terms and conditions contained in this Agreement.
2. The University, pursuant to section 18 of the University Act, agrees to be affiliated to and connected with the Cancer Council on the terms and conditions contained in this Agreement.
3. This Agreement remains in full force until it is terminated in accordance with the clause 4.
4. This Agreement may be terminated as follows:
  - 4.1. by agreement in writing at any time.
  - 4.2 by notice in writing by one party to the other provided that the period of notice must not be less than one calendar year and must expire on 31 December of a year ("the first notice").
  - 4.3 a party serving the first notice under clause 4.2 must include in the first notice its reasons for termination of the affiliation, which must be genuine, and may include legislative imperatives, or changed circumstances which make continuation of the affiliation impossible or impractical.

- 4.4 if the party receiving the first notice considers the reasons given for termination are not valid, that party may in turn serve written notice on the other party giving reasons for its opinion (“the second notice”) within three months of service of the first notice.
  - 4.5 if a second notice is served, the parties must enter into good faith negotiations to resolve their differences and the party serving the first notice may at any time up to three months before expiration of the period of the first notice, withdraw that first notice and this Agreement consequently will not be terminated.
  - 4.6 if the party serving the first notice does not withdraw that first notice pursuant to sub-clause 4.5, and the other party still considers the reasons given for termination are not valid, that other party may require that the validity of the reasons given be determined under clause 13, and the first notice will be confirmed or withdrawn on the basis of that determination.
5. So as to fulfil the purposes of the affiliation, members of staff and students of the University may be offered facilities for teaching and research work in the premises of the Cancer Council, and staff members of the Cancer Council may be offered facilities for teaching and research work in the University. Any such interchange must, in the case of members of staff and students of the University, be upon the recommendation of the Vice-Chancellor of the University (the “Vice-Chancellor”) or his or her nominee and in the case of members of staff of the Cancer Council upon the recommendation of the Director of the Cancer Council (the “Director”) or his or her nominee.
6. Students of the University, whether undergraduate, postgraduate or otherwise, and members of staff of the University, whilst on the premises of the Cancer Council, are subject to the Cancer Council’s rules whether made by the Cancer Council or any other body having authority to make rules pertaining to the Cancer Council, or its buildings or appurtenances, or governing conduct, security, and treatment of materials. Such students and members of staff must comply with the express directions of the Director, or in the absence of the Director, the Acting Director, relating to their conduct whilst on Cancer Council premises or whilst in charge of any property of the Cancer Council. If the Director contemplates action which will in the view of the Vice-Chancellor seriously affect the progress of a student in a course, the matter will be dealt with on the recommendation of a committee consisting of a nominee of the Cancer Council and a nominee of the University.
7. Members of staff of the Cancer Council, whilst on the premises of the University, are subject to the University’s statutes, regulations, rules, policies and procedures (“rules”) whether made by the University or by any other body having authority to make rules pertaining to the University or its buildings or appurtenances, or governing conduct, security and treatment of materials. Such members of staff must comply with the express directions of a senior officer of the University, relating to their conduct whilst on University premises or whilst in charge of any property of the University.
8. For the purposes of this Agreement, the Director is authorised to exercise the powers of the Cancer Council in respect of matters required to be proved, effected or sanctioned by the Cancer Council under the provisions of this Agreement, and the Dean of the Faculty of Medicine, Dentistry and Health Sciences (“the Faculty”) is authorised to exercise the powers of the University (other than the Council of the

University) in respect of matters to be proved, effected or sanctioned by the University under the provisions of this Agreement.

9. Nothing in this Agreement requires the University to bear any part of the cost of the provision of facilities for teaching or research work in the Cancer Council, or requires the Cancer Council to bear any part of the cost of the provision of facilities for teaching or research work in the University.
10. Pursuant to section 6(1)(a) of the Cancer Act, the Vice-Chancellor is an ex officio member of the Cancer Council. In addition, pursuant to Section 16(2)(b) of the Cancer Act, the constitution of the medical and science committee of the Cancer Council provides for the appointment of four members approved by the Council of the University, two of whom are nominated by the Faculty and two of whom are nominated by the Faculty of Science.
11. A member of staff of the Cancer Council may, on the recommendation of the Director, and with the approval of the Council of the University, be eligible for appointment as an honorary member of the academic staff of the University under the statutes and regulations of the University and subject to agreed terms and conditions of appointment.
12. The University must use its best endeavours to procure the enactment as soon as practicable after the date of this Agreement of a statute of the University in the form of the draft affiliation statute annexed hereto and marked "A".
13. If a dispute between the parties as to the breach, termination, validity or subject matter of this Agreement cannot be resolved within 28 days of notice of the dispute being given to either party, the dispute will be referred to the Vice-Chancellor or his or her nominee and the Director or his or her nominee, and if unable to be resolved between them, to a mediator appointed by agreement and in default of agreement, by the President of the Institute of Arbitrators, Victorian Division and which person is an expert in the field in which the dispute arises. The decision of the person appointed to determine the dispute is final and binding on the parties.

**SIGNED** for and on behalf of )  
**THE UNIVERSITY OF MELBOURNE** )  
by its duly authorised officer: )

.....  
Authorised Officer

.....  
Name

.....  
Position

**SIGNED for and on behalf of THE ANTI-CANCER COUNCIL OF VICTORIA** by its duly authorised officer: )

.....  
Authorised Officer

.....  
Name

.....  
Position

“A”

Enactment of Statute recommended by the Vice-Chancellor – To affiliate The Anti-Cancer Council of Victoria (...../04)

Explanatory Note

*The Vice-Chancellor’s report of ..... 2004 recommended to Council that an affiliation agreement be entered into. This was approved by Council on ..... 2004 and the Affiliation agreement was signed on.....2004.*

*Accordingly, the following statute is proposed.*

Proposed Statute

**“STATUTE XXX – THE ANTI-CANCER COUNCIL OF VICTORIA**

Recitals

1. By section 18(3) of the **Melbourne University Act 1958** power is conferred on the University to make and alter statutes for the affiliation to or connection with the University of any commercial, cultural, educational, sporting or other institution or body if -
  - (a) the affiliation would assist in attaining any of the objects of the University; and
  - (b) the governing body of the institution, organisation or body has consented to the affiliation.

2. Pursuant to the provisions of the **Cancer Act 1958** (“the Cancer Act”) of the State of Victoria there is to be established a body corporate by the name of the Anti-Cancer Council of Victoria (“the Cancer Council”) the objects of which include the following:
  - (a) to co-ordinate in Victoria all activities relating to research with respect to cancer and allied conditions and in particular research into the causation, prevention and treatment of cancer and allied conditions;
  - (b) to undertake, promote and subsidise such research; and
  - (c) to –
    - (i) provide information and advice; and
    - (ii) develop, co-ordinate and participate in educational programs–
 

relating to the prevention, detection, treatment and management of cancer and allied conditions.
3. By an agreement dated ....., the University and the Cancer Council have agreed to the affiliation of the Cancer Council to the University.
4. The Cancer Council has consented to the provisions of this statute.

**Affiliation of the Cancer Council**

- 9.X.1 (1) The Cancer Council is an educational establishment affiliated to the University for the purposes of –
- (a) promoting and assisting the teaching and supervision of undergraduate and postgraduate students and students undertaking other courses of the University and providing facilities therefor;
  - (b) facilitating and encouraging the conduct of collaborative clinical research among students and the sharing of resources;
  - (c) promoting a co-operative effort between members of staff of the Cancer Council and members of staff of the University towards teaching by the University and research in areas of common interest; and
  - (d) promoting and encouraging appropriate research between members of staff of the Cancer Council and members of staff of the University and providing facilities therefor.

(2) Nothing in this statute requires the University to bear any part of the cost of the provision of facilities for teaching or research work at any of the Cancer Council's premises.

**(3) This affiliation ceases on the**