



## **WA DNA Bank Dispute Resolution Policy**

**Version 1.0**

### **WHAT IS THE WA DNA BANK (“WADB”)?**

The WADB was established in 2006 to provide the infrastructure, consumables and personnel for up-to-date biospecimen processing and dual-site curation of human DNA samples in Western Australia for medical research purposes. A key aim of the WADB is to facilitate access to human DNA collections by the broader Western Australian and Australian research communities. The WADB has established a common storage and management system for biospecimens in WA as a pre-requisite for making them more widely available as a national resource.

All medical researchers who wish to use the WADB facility must each first sign a Memorandum of Understanding (“MOU”) that outlines the responsibilities of the Parties.

### **Scope**

The scope of this Policy covers any dispute arising between a party who is using the facilities of the WADB, or participating in its activities, and the WADB.

**THIS POLICY IS EFFECTIVE FROM 26 MARCH 2008**

***This policy will be updated as required and the latest versions of relevant documents will be available on the WADB website. It is the responsibility of Custodians to be aware of and adhere to any changes.***

**“Dispute”** means a dispute that arises between the WADB and a Custodian, or between two or more Custodians, and which relates to the activities or facilities of the WADB arising from or in relation to the MOU.

**“Parties”** means the parties to any MOU and **“Party”** means any of them.

**“Custodian”** means the research group, or their governing institution, with overall responsibility for a collection

**“Overall responsibility”** means major decision-making power in relation to a collection including control over its release, use, access and destruction.

## 1. DISPUTE RESOLUTION

- 1.1. If a *Dispute* arises, any *Party* seeking to resolve the *Dispute* must do so strictly in accordance with the provisions of this clause.
- 1.2. Any *Dispute* must be resolved as follows:
  - 1.2.1. The *Party* seeking to resolve the *Dispute* must notify in writing the existence and nature of the *Dispute* to the other *Party*.
  - 1.2.2. The *Parties* must first attempt to resolve the *Dispute* by negotiation conducted in good faith and use his or her best efforts to resolve the *Dispute*.
  - 1.2.3. If the *Parties* fail to resolve the *Dispute* in accordance with clause 1.2.2 within fourteen (14) days or such other period as mutually agreed, of receipt of the notice in clause 1.2.1, then any *Party* may refer the *Dispute* to mediation conducted by a single mediator to be appointed, in the absence of agreement by the *Parties*, by the Chair of LEADR or the Chair’s designated representative. In the mediation, the *Parties* may not be represented by legal practitioners and the mediator shall determine the guidelines for mediation.
  - 1.2.4. The decision of the mediator will be final and binding on all *Parties*.
  - 1.2.5. Nothing in this clause shall preclude any *Party* from taking immediate steps to seek an injunction before the appropriate Court within the State of Western Australia.
- 1.3. Each *Party* will continue to perform its obligations pursuant to the MOU notwithstanding the existence of a *Dispute* or any proceedings under this clause.