

Industry engagement principles

How we work with pharmaceutical, biotechnology and other commercial organisations

Executive summary and full principles

Approved by the Board of Directors

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Executive summary

Read with the full principles, which set out the detail.

This summary outlines how Retina Australia works with pharmaceutical, biotechnology, device and diagnostics companies. These relationships bring research, trials and therapies closer to people living with inherited retinal disease. They also need to be managed well, because our independence is what makes our advocacy worth listening to.

We work closely and commercially with industry, and we want those relationships to be substantial. Independence means the decisions stay ours, and that has to be demonstrated, not just asserted.

Six principles run through every relationship we enter. We aim to be collaborative, transparent, mutually valuable, inclusive and respectful, and to act with integrity. They are the standard we hold ourselves to, and the standard we ask of the companies we work with.

What is open to discussion

Matters open to discussion (section 8.2) include:

- Size, length and structure of funding, including multi-year and milestone arrangements
- Restricted or unrestricted funding
- Recognition and co-branding, within our brand guidelines
- Timing, to fit both parties' planning and budget cycles
- The scope and rate for paid insight and advisory work
- Limited category exclusivity (see section 8.2)

What stays with us

Fixed points (section 8.1) include:

- We write our own advocacy positions and public statements
- We do not endorse a specific product, brand, company or therapy
- We do not sell, rent or share member and supporter data
- We disclose that a relationship exists, its purpose and its value band
- No one can commit Retina Australia verbally. A conversation is not a commitment

Financial safeguards

Diversified funding is what lets us say yes with confidence and no with credibility.

Measure	Limit	Why
Total commercial and industry funding, share of annual operating revenue	No more than 50%	In line with international thresholds, including EURORDIS membership criteria
Funding from a single company, share of annual operating revenue	No more than 20%	Avoids dependence on one relationship and preserves our ability to decline or exit
Governance, advocacy and policy costs	Not funded by a commercial source	Protects the functions where independence is most tested

Decision rights

Not every arrangement needs the same scrutiny. These tiers let low-risk activity move quickly, and make sure high-risk activity gets proper attention.

Tier 1 • Low • Under \$10,000

Examples: Exhibition fees, small event sponsorship, briefings

Approval: CEO, file note

Tier 2 • Moderate • \$10,000 to \$150,000

Examples: Project funding, education, paid insight work

Approval: CEO, reported to board

Tier 3 • High • Above \$150,000

Examples: Multi-year agreements, core funding, any advocacy activity, partner status

Approval: Board

Anything touching an advocacy position is Tier 3, whatever the value. Anyone unsure which tier applies must escalate. Escalating is never criticised.

A reserved word

We use 'partner' carefully. It is reserved for multi-year, collaborative arrangements that the board has approved as a partnership. Otherwise, we use whichever term fits best: company, supporter, funder, sponsor or client.

Where to go for more

What companies can expect, and how we see the relationship: Part A, sections 1–8. The rules our staff follow: Part B, sections 9–18. The terms we include in agreements: Appendix B.

Document control

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How to use this document

Part A sets out what Retina Australia believes and what companies can expect. It is written to be read by anyone, including a company we have never met.

Part B sets out the rules that staff must follow. If you are preparing for a meeting, negotiating an arrangement or writing a proposal, Part B tells you what you can decide yourself, what you must escalate and what you must record.

The appendices are working tools. Appendix A and Appendix C are internal and are not published.

If you remember nothing else: a conversation is not a commitment. No one may agree terms, accept funding or promise Retina Australia's support in a meeting. Say that you will take it away and then follow section 14.

Part A. Our principles

1. Purpose

Retina Australia works with pharmaceutical, biotechnology, device and diagnostics companies because doing so helps Australians living with inherited retinal diseases. These relationships bring research investment, clinical trials, education, support and emerging therapies closer to the people who need them.

They also carry risk. Patient organisations that depend on commercial funding can lose their independence or be seen to have lost it. Both matter. A community that doubts our motives cannot trust our information, and a government that doubts our independence will discount our advocacy.

This document sets out how we manage that risk while still doing the work. It serves two audiences:

- our people, who need to know what they can decide, what they must escalate and how to document an arrangement
- companies considering working with us, who need to know what we value, what we can offer and where our limits sit.

We publish this document and invite companies to read it before formal discussions begin. Clear expectations at the start help avoid difficult conversations later.

2. Scope

This document applies to any relationship between Retina Australia and a commercial organisation with an interest in inherited retinal diseases or eye health. That includes pharmaceutical companies, gene and cell therapy developers, biotechnology firms, device and diagnostics manufacturers, genetic testing providers, optometry and ophthalmology retail groups, contract research organisations, and the agencies acting on their behalf.

It applies to every exchange of value between us, in either direction, including:

- grants, donations, sponsorship and project funding
- research funding and clinical trial collaboration
- awareness, education and information activities
- advisory board participation, consultancy and paid insight work
- joint policy, access and advocacy activity
- event sponsorship, exhibition and conference arrangements
- in-kind support, secondments and shared capability
- hospitality, travel and gifts.

It applies to everyone acting for Retina Australia: directors, advisory committee members, staff, contractors and volunteers.

It sits alongside our constitution, code of conduct, conflict of interest policy, delegations framework, privacy policy and Strategic Plan 2026 to 2028. Where one of those documents is more specific, that document applies.

3. Words we use

We use these words deliberately. ‘Partner’ in particular is reserved, for the reason set out below the table.

Term	What we mean by it
Company or industry	Our neutral, default terms for any commercial organisation within the scope of section 2, and any agency acting for one.
Supporter, funder or sponsor	A company providing funding or in-kind support under a defined, usually short-term arrangement.
Client	A company purchasing insight, advisory or consultancy services from us at commercial rates.
Partner	Reserved. A company in a multi-year, collaborative arrangement that the board has approved as a partnership for the purposes of this document. Partner status is earned through the relationship. It is not conferred by the size of a payment.
Transfer of value	Anything of worth moving between us, including cash, in-kind support, staff time, hospitality, travel and equipment.
Unrestricted funding	Money we may apply to any part of our mission at our own discretion, subject to the limits in section 13.
Restricted funding	Money directed to an agreed purpose, with agreed reporting and acquittal.
Donation or gift	A transfer of value where the giver receives no material benefit in return.
Sponsorship	A transfer of value where the company receives advertising, promotional or other material benefits in return. Sponsorship is a commercial transaction, not a donation. See section 12.
Value band	The published range we use to disclose the size of an arrangement, rather than the exact figure. See section 9.
Endorsement	Any statement or arrangement that a reasonable person would read as Retina Australia recommending a product, service or company.

Why we reserve the word ‘partner’. It implies we share a company’s agenda, and our independence depends on keeping our own. It also carries a legal meaning we do not intend. Companies value the word, so we treat it as something we grant rather than something we give away. Everyone else is a company, a supporter, a funder, a sponsor or a client. Use the word that most accurately describes the relationship.

4. Why we engage with industry

Inherited retinal diseases are a group of more than 300 rare genetic conditions. They affect an estimated 19,000 Australians and are the leading cause of blindness in working-age adults and the second leading cause in children. Australian modelling puts the lifetime societal cost at about \$5.2 million per person.

The science is moving quickly. Gene-specific and gene-agnostic approaches are advancing at the same time, and most late-stage development happens overseas. Australia competes for trials and for early access on the strength of its clinical expertise, its research quality and its ability to identify and involve patients. Australia has an opportunity to strengthen its position as a destination for ophthalmic clinical trials by building on these strengths.

Retina Australia is the national connector across that system. We work with people with lived experience, clinicians, researchers, government, the broader eye health sector and industry. Engagement with industry is an integral part of how we deliver our mission.

What we want from these relationships

1. More research and clinical trial activity conducted in Australia.
2. Faster and fairer access to approved therapies, wherever people live.
3. Better information for our community about the treatment landscape, including what is not yet available.
4. Diversified, sustainable funding so we can invest in research, support, education and advocacy.

What companies can expect from us

- a defined, engaged and research-aware community, and a credible way to reach it
- insight grounded in lived experience, including the parts that are challenging but important to hear
- a national perspective across all inherited retinal diseases, not one condition or program
- professional delivery, clear reporting and accurate acquittal of funds
- clear and timely communication, whether the answer is yes or no.

5. Our starting position

Retina Australia is independent. Funding does not confer influence over our positions.

We determine our own advocacy positions, research priorities, public statements and program design. We make those decisions on the evidence and on the interests of the community we serve. While we welcome commercial relationships with industry, they do not influence our independent decision-making, and we say so clearly at the start of every discussion.

Independence is not distance. We intend to work closely and commercially with industry to build strong, collaborative relationships, and we expect those relationships to be substantial.

Independence means the decisions stay ours.

Independence must also be demonstrated rather than asserted. Part B explains the governance, decision-making and accountability processes that help us maintain that independence in practice.

6. Our 6 principles

These principles inform every industry relationship we enter. They are the standard we hold ourselves to and the standard we ask of the companies we work with.

6.1 Collaborative

Working together to find the best solutions.

The problems in inherited retinal disease are too large for any one organisation. We look for shared goals rather than transactions, and we bring companies in early enough for their input to change the outcome.

In practice, we will:

- involve companies in shaping activity, not only in funding it
- convene and collaborate across sectors, including with organisations we also compete with for funding
- prefer initiatives with more than one supporter where the subject matter allows.

We ask companies to:

- tell us their objectives early, including the commercial ones
- raise concerns with us early, before they become problems.

6.2 Transparent

Being open and honest about goals and rules.

We say what we want, what we will do and what we will not do. We disclose our industry relationships publicly and we expect companies to disclose theirs. Transparency is not the same as disclosing every commercial detail. It means no one is surprised by something they should have known.

In practice, we will:

- publish each year the companies that supported us, the purpose of each relationship and the value band
- acknowledge support at the point of use, on the material or at the event it paid for
- declare our funding sources in advocacy submissions and consultations
- answer honestly when asked whether a company funds us.

We ask companies to:

- be explicit about commercial objectives, including product pipelines and timing
- meet their own disclosure obligations, including reporting under the Medicines Australia Code of Conduct
- tell us early if a program, product or arrangement is likely to attract public scrutiny.

6.3 Mutually valuable

Making sure all groups get meaningful benefits.

An arrangement that serves only one side does not last. We are clear about what we can offer and what we cannot, and we price and scope our contribution honestly. We expect the same in return.

In practice, we will:

- define the benefit to our community first, then to the company, then to us as an organisation
- charge appropriately for work that consumes our capacity, including insight, advisory and delivery work
- report on what the investment achieved, not only on what was spent.

We ask companies to:

- recognise that our capacity is limited and our time has a cost
- fund the full cost of delivery, including staffing and overheads, rather than project costs alone.

6.4 Inclusive

Welcoming many different voices and views.

We represent everyone living with an inherited retinal disease. That includes people whose condition has no commercial program, no trial and no prospect of one in the near term. Our attention follows community need, not commercial opportunity.

In practice, we will:

- work across gene-specific and gene-agnostic approaches without favouring a modality
- include people from regional and remote Australia, Aboriginal and Torres Strait Islander communities, culturally and linguistically diverse communities, children, older people and carers
- decline arrangements that would stop us working with another company on comparable activity.

We ask companies to:

- accept that we will also work with their competitors
- support activity that benefits the whole community, not only the group relevant to their program.

6.5 Respectful

Valuing everyone's time and expert knowledge.

Lived experience is expertise. So is clinical and scientific knowledge, and so is commercial and regulatory knowledge. We treat all 3 as expertise and we treat the people who hold it accordingly.

In practice, we will:

- pay or reimburse community members for substantive contributions such as advisory panels, filmed content and speaking engagements
- prepare people properly, brief them honestly and support them afterwards
- give and expect reasonable notice, clear briefs and realistic timeframes.

We ask companies to:

- consult the community early enough for input to matter
- give enough notice that commercial deadline pressure is not passed on to volunteers.

6.6 Integrity

Acting ethically, avoiding conflicts of interest and maintaining our independence at all times.

Integrity is what the other 5 principles rest on. It is tested in small moments as much as large ones, and it is protected by process rather than by good intentions.

In practice, we will:

- declare and manage conflicts of interest at board, committee and staff level
- keep research grant decisions independent and peer reviewed, whoever funds the round
- provide balanced information about treatments, including uncertainty, eligibility limits and timelines
- decline funding rather than accept conditions that would compromise us.

We ask companies not to:

- ask us to endorse a product or imply that we endorse one
- use our name in promotional material without our written agreement
- make funding conditional on a policy position or a public statement.

7. How we can work together

We welcome the activities below. Each has conditions, set out below. The list is not exhaustive, and we welcome other proposals.

Activity	What it looks like	Conditions
Research funding	Contributions to our grant rounds, fellowships and awards, including named or sponsored grants	• Applicants are recommended to the board by our Grants Advisory Committee through independent peer review, and the board makes the final decision on recipients • Funders have no role in assessment or selection • Support is acknowledged publicly
Clinical trial awareness	Sharing trial information with our community and supporting recruitment through our channels	• Human research ethics approval is required • We review all material before distribution • Participation is opt-in and we never pass on participants' contact details
Education	Community and clinician education, webinars, resources and content aligned with continuing professional development (CPD)	• We control the content • Material is balanced and non-promotional • Reviewed by our Scientific and Medical Advisory Committee where clinically substantive
Insight and advisory work	Advisory boards, patient insight sessions, co-design and consultancy	• Scoped and paid at commercial rates • Community participants are briefed, supported and paid or reimbursed • We do not provide insight for promotional use
Sponsorship	Support for events, conferences, awareness campaigns and programs	• Recognition is proportionate and within our brand guidelines • No exclusivity beyond what section 8.2 allows • No influence over speakers, agenda or content

Activity	What it looks like	Conditions
Policy and access	Shared evidence, joint submissions and coordinated engagement on access to therapies	• We write our own submissions and positions • We disclose relevant funding in any submission • Approved by the board, whatever the value
In-kind support	Skills, technology, venues, capability building and secondments	• Valued and disclosed on the same basis as cash • No access to member or supporter data

8. What is fixed and what we can discuss

Uncertainty about where the limits sit can make these relationships harder than they need to be. This section sets those limits out clearly. The first list is not negotiable by anyone, including the board. The second list is open to negotiation, and we approach it constructively.

8.1 Not negotiable

- We write our own advocacy positions, submissions and public statements. Funding is never conditional on them.
- We do not endorse, recommend or promote a specific product, brand, company or therapy, and we do not enter arrangements that imply we do.
- We do not sell, rent, share or otherwise release member and supporter contact details.
- We disclose that a relationship exists, its purpose and its value band.
- Information we publish about treatments is balanced and evidence based, and is reviewed by our Scientific and Medical Advisory Committee where clinically substantive.
- Research grant recipients are selected through independent peer review, with the final decision made by the board.
- We do not offer or accept anything intended to improperly influence a decision, and we do not make facilitation payments.
- We comply with the *Therapeutic Goods Act 1989*. We do not carry material that advertises prescription-only medicines to the public.

8.2 Open to discussion

We are a commercial counterparty as well as a charity, and we negotiate when appropriate. The following are matters of design rather than principle:

- the size, term and structure of funding, including multi-year, milestone-based and matched arrangements
- whether funding is unrestricted or directed to a defined project
- recognition, co-branding, logo placement and naming, within our brand guidelines
- timing and sequencing to fit both parties' planning and budget cycles
- confidentiality of commercial terms during negotiation, and of specified terms afterwards, provided the existence, purpose and value band of the arrangement remain disclosable
- joint communications planning, embargoes, and a factual accuracy check on anything we publish about a company or its programs, with editorial control remaining with us
- the scope, rate and structure of paid insight, advisory and consultancy work
- co-funded initiatives involving several companies, including how contributions and recognition are apportioned
- category exclusivity that is specific, time limited, agreed in writing and does not prevent us working with another organisation on comparable activity for the benefit of the community
- governance arrangements, including joint steering groups, reporting formats and review points.

A useful distinction: a company may always check that what we say is accurate. A company may not decide what we say.

Part B. Operating rules

Part B binds everyone acting for Retina Australia. Where it says 'must', there is no discretion.

9. Transparency and disclosure

We disclose our industry relationships in 4 ways.

Annual disclosure

Each year we publish the commercial organisations that supported us, the purpose of each arrangement and the value band. Bands protect commercially sensitive detail while giving the public meaningful information. The bands are:

- under \$10,000
- \$10,000 to \$150,000
- Above \$150,000

Disclosure at the point of use

Any publication, event, resource or program supported by a company must carry a clear statement of that support, positioned where the audience will see it.

Disclosure in advocacy

Submissions to government, parliamentary inquiries, the Pharmaceutical Benefits Advisory Committee, the Medical Services Advisory Committee and similar processes must state our relevant funding relationships. We do this whether or not the process requires it.

Supporting company obligations

Retina Australia is not a member of Medicines Australia or the Medical Technology Association of Australia, and their codes do not bind us. They do bind many of the companies we work with. Medicines Australia member companies must report their support for patient organisations, and Medicines Australia publishes that reporting.

Where a company has such an obligation, we must provide the information it needs promptly and accurately. A request to withhold or obscure that reporting is a reason to end the discussion and must be escalated to the chief executive officer.

Many of the companies we deal with, including overseas biotechs and clinical trial organisations, have no equivalent obligation. In those cases, our own disclosure under this section is the only public record, which makes completeness more important rather than less.

10. Conflicts of interest

Inherited retinal disease is a small field, and the Australian clinical and research community working in it is smaller still. Most of the people qualified to advise us also hold industry relationships of their own. That is expected and it is a sign of their standing. Conflicts are managed, not treated as disqualifying.

- Directors, advisory committee members and staff must maintain a register of interests, reviewed at least once a year and periodically reviewed by the Finance, Audit and Risk Committee. Failure to disclose an interest must be investigated under section 16.
- Interests must be declared at the start of any meeting where a relevant matter is discussed. The chair decides whether the person participates, participates without voting, or leaves the room.
- Anyone with a financial or professional interest in a grant application takes no part in its assessment.
- Where a company funds a grant round, award or fellowship, the funder has no role in assessment or selection, and the round documentation must say so.
- Staff must not accept personal gifts, hospitality or benefits from companies beyond modest hospitality in a business setting. Anything above nominal value must be declined or declared and recorded in the gifts and benefits register.
- Any offer of employment, consultancy or a board position made to a Retina Australia officer by a current or prospective supporter must be declared immediately.

11. Protecting our community

People trust us with information about their diagnosis, their family and their circumstances. That trust is the most valuable thing we hold and it is not ours to trade.

Data

- We must not sell or rent member and supporter data to a commercial organisation or share it with one.
- Any research call-out, survey or trial notice must be distributed by us, to our list, on an opt-in basis.
- We may report aggregate, de-identified engagement information such as reach and response rates where a company needs evidence of activity.
- Personal information must be handled in line with our privacy policy and applicable privacy law, including the Australian Privacy Principles. Any suspected data breach must be reported to the chief executive officer the same day.

Participation

- Research and trial material must be reviewed by us before distribution and must have human research ethics approval.
- Community members who contribute stories, images or advisory input must give informed, written consent, must know how their contribution will be used, and must be able to withdraw.
- We must not facilitate direct recruitment approaches by companies to individuals in our community.

Information

People living with inherited retinal diseases have often waited years for a diagnosis and longer for a treatment. Overstated expectations cause real harm. Our information about emerging therapies must describe what is known, what is uncertain, who is eligible and what the realistic timeframe is. We offer hope without hype, and we hold that line in co-produced material.

12. Money, tax and payments

Read this before you invoice anything. Describing a sponsorship as a donation, or issuing a tax-deductible receipt for it, exposes Retina Australia and the company to real risk. If you are unsure how an arrangement should be treated, ask the chief executive officer before money moves.

The distinction that matters

- **Donation or gift.** The giver receives no material benefit. It may be receipted as a tax-deductible gift where we hold deductible gift recipient status, and it is generally outside the goods and services tax.
- **Sponsorship.** The company receives advertising, promotional or other material benefits. It is a commercial supply, goods and services tax generally applies, and it must be invoiced. It must not be receipted as a tax-deductible gift.
- **Fee for service.** Insight, advisory and consultancy work is commercial income. It is scoped, quoted and invoiced with goods and services tax.
- **Research funding.** Money contributed to our grant rounds, fellowships or awards. Where the funder receives no material benefit beyond acknowledgement, it can generally be treated as a gift. It stops being a gift if the funder gains selection rights, exclusive access to findings, or promotional benefits. Those conditions are not acceptable under section 7.
- **Educational grant.** The category most often treated incorrectly. A company offers funding for a webinar, resource or education program and calls it a grant, which sounds like a gift. It is a gift only if nothing of material value flows back. Simple acknowledgement of support is usually fine. Logo placement presented as advertising, input into content, delegate lists or a right to use our name promotionally are not, and the arrangement becomes a supply that must be invoiced. Educational grants must be confirmed with the chief executive officer before any receipt or invoice is issued, without exception.
- **In-kind support.** Venues, technology, printing, staff time or professional services provided instead of cash. Record it at fair market value on a reasonable, documented basis, supported where practicable by a supplier quote, market rate or the provider's usual commercial rate; disclose it on the same basis as cash under section 9; and count it towards the limits in section 13. Where we provide something of value in return, the same tests apply as for cash.
- **Restricted and unrestricted funding.** Defined in section 3. The distinction affects acquittal and reporting rather than tax treatment, but restricted funding must be for an agreed purpose, must not give the funder influence over our positions, content or priorities, and must be tracked separately from the outset. Retrofitting it at acquittal is difficult and can undermine confidence in our reporting.

This section is general guidance, not tax advice. The chief executive officer confirms the treatment of every arrangement. The chair of the Finance, Audit and Risk Committee confirms anything unusual or above the Tier 2 threshold in section 14, and our finance officer advises where the position is unclear.

Paying community members

- Community members who give substantive time must be offered payment or reimbursement, and told which is being offered before they agree to take part.
- Some people in our community receive income support, including the Disability Support Pension. Payments may affect their entitlements. We must tell people this in writing before they accept payment and suggest they check with Services Australia. Where a person prefers reimbursement of costs or a donation to the organisation instead, we must accommodate that.
- Payments must be recorded, and we must not create an employment relationship by accident. If the arrangement is ongoing or looks like employment, escalate to the chief executive officer.
- Where a company is paying community members directly, we ask it to apply the remuneration guidance in the Working Together guide published by the Consumers Health Forum of Australia and Medicines Australia.

13. Financial safeguards

Diversified income is the strongest protection for independence. An organisation that can afford to say no can be trusted when it says yes.

The board has set the limits below. They are monitored by the Finance, Audit and Risk Committee and reported each year.

Measure	Limit	Rationale
Total commercial and industry funding as a share of annual operating revenue	No more than 50%	Benchmarked against the threshold used internationally for patient organisation independence, including the EURORDIS membership criteria. There is no equivalent Australian figure.
Funding from a single company as a share of annual operating revenue	No more than 20%	Prevents dependence on one relationship and preserves our ability to decline or exit
Governance, advocacy and policy costs	Not funded by a commercial source	Protects the functions where independence is most visible and most tested
Unrestricted compared with restricted funding	Actively grow unrestricted income	Restricted project funding is welcome, but an organisation funded only by projects cannot set its own priorities

If a limit is approached, the chief executive officer reports to the board with a plan to restore balance. A limit may be exceeded only with prior board approval, based on a documented assessment of the concentration risk and a time-bound plan to restore compliance.

14. Decision rights and approvals

Not every arrangement requires the same scrutiny. The tiers below apply proportionate assessment so that low-risk activity moves quickly and high-risk activity gets proper attention. The dollar thresholds align with our delegations framework.

Tier	Examples	Assessment	Approval
Tier 1 Low Under \$10,000	• Exhibition and conference fees • Small event sponsorship • Attendance at company briefings • General information exchange	File note in the industry engagement register	Chief executive officer
Tier 2 Moderate \$10,000 to \$150,000	• Project and program funding • Education and awareness activity • Co-branded content • Paid insight and advisory work • Trial awareness activity	Written assessment against Appendix A	Chief executive officer, reported to the board
Tier 3 High Above \$150,000	• Multi-year agreements • Unrestricted core funding • Any joint policy or advocacy activity • Use of our name or logo in company material • Category exclusivity of any kind • Conferring partner status on a company • Anything novel, contested or reputationally sensitive	Full assessment against Appendix A, with risk analysis	Board of directors

The tiers are subject to 3 overriding rules:

- Anything that touches an advocacy position is Tier 3, whatever the value.
- Anyone who is unsure which tier applies must escalate. Escalating is never criticised.
- No one may commit Retina Australia verbally. A meeting is not an agreement.

15. Agreements and records

- Every Tier 2 and Tier 3 arrangement must be documented in a written agreement, signed under the delegations framework, before work begins.
- Every agreement must include the terms in Appendix B, or their substantive equivalent in a company template.
- The Director of Communications, Advocacy and Fundraising maintains the industry engagement register. It records each company, contact, arrangement, value, tier, approver, disclosure status and review date.
- Signed agreements, assessments and acquittal reports are stored in SharePoint and retained for at least 7 years.
- Any agreement drafted on a company template, and any agreement above the Tier 2 threshold, must be reviewed by a lawyer before signing.

16. Declining, ending and raising concerns

When we decline

- The arrangement would compromise our independence or would reasonably be seen to.
- The company will not accept the terms in section 8.1.
- The activity is promotional rather than educational.
- The reputational risk outweighs the benefit to our community.
- We do not have the capacity to deliver it well.

We give companies a clear reason, and we do so as early as we can. Declining one proposal does not close the door on others.

Ending an agreement

- Every agreement must allow either party to end it on written notice, with 60 days as our default position.
- If a party breaches an agreement in a way that can be remedied, the other party must give written notice describing the breach and allow 30 days to fix it before ending the agreement. Where a breach cannot be remedied, the agreement may be ended immediately on written notice.
- Unspent restricted funds are returned or reallocated by agreement, and the treatment must be specified in the agreement.
- We will end an arrangement early if continuing it would compromise our independence, our community or our standing, and we will explain why.
- Where circumstances change materially, such as a regulatory finding or public controversy, we review the relationship rather than react to it.

Raising a concern

If you think this document has been breached, or you have been asked to do something that sits outside it, tell the chief executive officer. If the concern involves the chief executive officer, tell the board chair. Concerns can be raised in confidence. No one will suffer detriment for raising a concern in good faith. Suspected breaches are recorded, investigated proportionately and reported to the Finance, Audit and Risk Committee.

17. Roles, training and review

Who	What they are responsible for
Board of directors	Approves this document, approves Tier 3 arrangements, sets the financial limits and oversees independence.
Chair, Finance, Audit and Risk Committee	Monitors funding concentration, confirms tax treatment for unusual or higher-value arrangements, reviews breaches and reports to the board.
Chief executive officer	Approves Tier 1 and Tier 2 arrangements, escalates Tier 3, confirms the tax treatment of each arrangement, owns senior company relationships and receives concerns.
Director of Communications, Advocacy and Fundraising	Owens this document, maintains the industry engagement register, prepares assessments and manages disclosure.
All staff, contractors and volunteers	Follow Part B, escalate when unsure and commit nothing verbally.

Everyone within scope reads this document at induction. The board confirms once a year that the current version is in use and that everyone within scope has been given it. The board reviews this document annually, or sooner if the regulatory environment changes, if a relationship raises an issue these rules do not resolve, or if our funding profile shifts materially. Any company or community member may raise a concern about its application by contacting the chief executive officer.

18. Standards we work to

This document is consistent with, and does not replace, the following:

- Australian Charities and Not-for-profits Commission governance standards
- *Therapeutic Goods Act 1989* and the Therapeutic Goods Advertising Code
- Medicines Australia Code of Conduct, including its transparency reporting requirements
- Medical Technology Association of Australia Code of Practice
- Fundraising Institute Australia Code
- *Privacy Act 1988* and the Australian Privacy Principles
- *A New Tax System (Goods and Services Tax) Act 1999*
- Working Together: a guide to relationships between health consumer organisations and pharmaceutical companies, published by the Consumers Health Forum of Australia and Medicines Australia
- our constitution, code of conduct, conflict of interest policy and delegations framework.

Appendices

This document has three appendices. Appendix B is published below. Appendix A, an internal assessment form, and Appendix C, a one-page staff reference, are working tools used by our people and are not published. They are available on request by emailing info@retinaaustralia.com.au.

Appendix B. Terms we include in agreements

The following must appear in every written agreement with a company. Drafting may be adapted to a company template provided the substance is preserved. A lawyer reviews any company template before signing.

Independence. Retina Australia retains sole discretion over its advocacy positions, public statements, program design and published content.

No endorsement. Nothing in the agreement constitutes or implies endorsement of a product, service or company.

No partnership or agency. Nothing in the agreement creates a partnership, joint venture, employment or agency relationship. Neither party may bind the other or hold itself out as able to do so. Use of the word 'partner' to describe the relationship, in any public material, requires prior written approval from the Retina Australia board.

Editorial control. Retina Australia holds final editorial control. The company may review material for factual accuracy within an agreed timeframe.

Use of name and marks. Neither party uses the other party's name, logo or marks without prior written approval for each use.

Intellectual property. Each party retains ownership of the intellectual property it owned before the arrangement or develops independently of it. Retina Australia owns all intellectual property rights in the material created for, or arising out of, the arrangement, including reports, research findings, resources and community insight, whether created by Retina Australia, the company or a contractor of either party. The company assigns those rights to Retina Australia on creation and must obtain from each individual author a written consent to acts or omissions that would otherwise infringe that author's moral rights under the Copyright Act 1968 (Cth). The company may not publish, quote, adapt, translate, create derivative works from, commercialise, or use to train, fine-tune or develop any artificial intelligence or machine learning system, or reuse it without Retina Australia's prior written permission, which may be given on conditions. Where permission is given, the licence is non-exclusive, non-transferable, non-sublicensable, royalty-free and revocable, limited to the agreed purpose, territory and term, requires attribution in the form Retina Australia specifies, and does not extend to promotional, advertising, product or market research material. The licence ends on expiry or termination of the agreement, after which the company must cease use and, on request, return or destroy the material and remove it from any platform it controls. Material the company supplies remains its property, and the company warrants that it holds the rights to supply it and indemnifies Retina Australia against any claim that use of that material as contemplated by the agreement infringes the rights of a third party. The company must not register, or attempt to register, any trade mark, business name, domain name or social media handle that consists of, or is confusingly similar to, Retina Australia's name or marks. This term survives expiry or termination.

Data and privacy. No personal information about members, supporters or community members is transferred to the company. Reporting is aggregate and de-identified. Both parties comply with applicable privacy law. The company must notify Retina Australia within 24 hours after becoming aware of any actual or suspected data breach affecting personal information connected with the arrangement, promptly provide relevant details, cooperate with Retina Australia's response and any required notifications, and bear reasonable response and remediation costs to the extent the breach was caused by the company.

Disclosure and confidentiality. Both parties agree that the existence, purpose and value band of the arrangement may be publicly disclosed by either party. Each party must keep the other

party's non-public confidential information confidential and use it only for the arrangement, except where disclosure is required by law or agreed in writing.

Non-exclusivity. The agreement does not restrict Retina Australia from working with any other organisation, unless a specific category exclusivity, limited to the funded activity and a maximum of 12 months, has been agreed in writing and approved by the board. Any broader restriction has no effect.

Compliance. Both parties comply with applicable law and industry codes, including the *Therapeutic Goods Act 1989* and applicable anti-bribery, anti-corruption and sanctions laws.

Liability, indemnity and insurance. Liability is apportioned according to responsibility. Each party indemnifies the other against third-party claims to the extent caused by its negligence, wilful misconduct or breach of the agreement. Retina Australia's aggregate liability is capped at the total value of the arrangement and excludes indirect or consequential loss; the company's liability cap must be no less than the proceeds available under its required insurance. Each party must maintain workers compensation insurance as required by law, public liability insurance of at least \$10 million and, where relevant to its activities, professional indemnity insurance of at least \$5 million. The company must also maintain appropriate product liability and clinical trial insurance where applicable and provide evidence of insurance on request.

Reporting and acquittal. Agreed reporting on activity, outcomes and use of funds, with a specified acquittal date.

Termination. Either party may terminate on written notice, with 60 days as our default. The treatment of unspent restricted funds is specified.

Force majeure. Neither party is liable for delay or failure to perform caused by circumstances beyond its reasonable control. The affected party must promptly notify the other, take reasonable steps to mitigate the effect and may suspend the affected obligations while the circumstances continue. If they continue for more than 60 days, either party may terminate the affected arrangement on written notice, with any unspent restricted funds dealt with as specified in the agreement.

Dispute resolution. Disputes are raised in writing, setting out the nature of the dispute and the outcome sought, and discussed in good faith by each party's nominated representatives within 10 business days of the notice, before any other step is taken. If the dispute is not resolved within a further 10 business days, it is escalated to the chief executive officer of each party or their equivalent. If it remains unresolved 10 business days after escalation, the parties must attempt mediation in Melbourne, Victoria, before a mediator agreed between them or, failing agreement within 5 business days, appointed by the Chair of the Resolution Institute, with the mediator's costs shared equally and each party bearing its own costs. Neither party may commence court proceedings about the dispute until this process is exhausted, except to seek urgent interlocutory or injunctive relief, including to restrain a breach of the intellectual property, confidentiality, independence or use of name and marks terms. Each party continues to perform its obligations while a dispute is on foot, except that Retina Australia may suspend the affected activity on written notice where it reasonably considers that continuing would damage its independence or reputation. The process is confidential and conducted without prejudice, and nothing in it limits either party's right to terminate the agreement in accordance with its terms.

Governing law. The agreement is governed by the law of the Australian state of Victoria and the parties submit to the jurisdiction of its courts.

Review. A scheduled review point for any arrangement running longer than 12 months.

Retina Australia. Questions about this document can be directed to the chief executive officer or the Director of Communications, Advocacy and Fundraising at info@retinaaustralia.com.au.