

AGREEMENT

BETWEEN

MEAT & LIVESTOCK AUSTRALIA LIMITED

ABN 39 081 678 364

AND

CATTLE COUNCIL OF AUSTRALIA INC

ABN 35 561 267 326

PROJECT NO. X.XXX.XXXX

Building capacity in the Grassfed Beef Industry

CONSULTANCY AGREEMENT

THIS AGREEMENT IS MADE ON

2017

PARTIES

MEAT & LIVESTOCK AUSTRALIA LIMITED ABN 39 081 678 364 of Level 1, 40 Mount Street, North Sydney, New South Wales (**MLA**)

CATTLE COUNCIL OF AUSTRALIA INC ABN 35 561 267 326 of Level 3, 14-16 Brisbane Avenue Barton, Australian Capital Territory (**Consultant**)

BACKGROUND

MLA has agreed to engage the Consultant to provide the Services and the Consultant has agreed to accept the engagement on the terms, set out in this agreement.

AGREEMENTS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

1.1.1. Where commencing with a capital letter:

Confidential Information means all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form and, in the case of MLA, includes the MLA Material.

Consultant Background IP means Intellectual Property owned, licensed or held by the Consultant and made available by the Consultant under this agreement, including but not limited to the Intellectual Property specified in the schedule.

Intellectual Property means all patents, patent applications, trademarks, service marks, designs, plant breeder's rights, copyright, know-how, trade secrets, eligible layout rights, domain names, internet addresses, rights in confidential information and all and any other intellectual property rights whether registered or unregistered and rights to apply for any of the same, and includes the Confidential Information;

MLA Material means all material and Intellectual Property provided by MLA to the Consultant for the purpose of this agreement;

Nominated Persons means the persons named in the schedule and such other persons approved in writing by MLA to perform the work in respect of the Services on behalf of the Consultant;

Project IP means all Intellectual Property brought into existence for the purpose of providing the Services;

Safe Work Method Statement means a statement about the safety processes and procedures devised by the Consultant with reference to the risk framework detailed in the annexure;

Services means the services to be provided by the Consultant under this agreement, including but not limited to the services specified in the schedule; and

Site means any sites at which it carries out any part of the Services.

1.1.2. Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2. Presumptions of interpretation

Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa; and
- (b) a person includes an individual, a body corporate and a government.

1.3. Successors and assigns

A person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this agreement.

2. APPOINTMENT OF THE CONSULTANT

2.1. Appointment

MLA appoints the Consultant to provide the Services in accordance with the timetable set out in the schedule on the terms set out in this agreement, and the Consultant accepts the appointment.

2.2. Nominated Persons

The Consultant:

- (a) must, subject to the terms of this agreement, cause only the Nominated Persons to perform the work in respect of the Services on behalf of the Consultant;
- (b) undertakes that the Nominated Persons will perform this work to the best of their skill and ability; and
- (c) must provide each Nominated Person with a copy of this agreement and take all reasonable steps to explain it to them.

3. OBLIGATIONS OF THE CONSULTANT

3.1. Liaison

The Consultant must:

- (a) liaise with MLA in providing the Services; and
- (b) if requested by MLA, provide reasonable details of the Consultant's proposed course of action and strategies,

For the purpose of enabling MLA to review the performance of the Consultant's obligations under this agreement.

3.2. Directions

The Consultant must:

- (a) comply with all reasonable and lawful directions of MLA from time to time concerning the Services; and
- (b) at all times, act in the best interests of MLA. If at any time MLA reasonably considers that the Consultant has not acted in the best interest of MLA, MLA may immediately terminate this agreement in accordance with 13.2(c).

3.3. Comply with all laws

The Consultant must comply with all relevant laws and regulations when performing the Consultant's obligations under this agreement.

3.4. Insurance

3.4.1. The Consultant must at all times maintain:

- (a) adequate workers' compensation insurance as required by law for its employees;
- (b) professional indemnity insurance for an amount of at least \$2 million; and
- (c) public and product liability insurance for an amount of at least \$5 million.

3.4.2. The Consultant must, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 3.4.1.

3.5. Privacy

3.5.1. The Consultant must:

- (a) comply with the Privacy Act 1988, including its Australian Privacy Principles;

- (b) not disclose any personal information under or in connection with this agreement to any entities located outside of Australia without MLA's prior written consent; and
- (c) Ensure that all of its subcontractors comply with this clause 3.5.

3.5.2. Without limiting clause 3.5.1:

- (a) in relation to any personal information that the Consultant provides to MLA under this agreement, the Consultant warrants that it has:
 - (i) before providing the personal information to MLA, notified all individuals to whom the personal information relates that it will be disclosing their personal information to MLA for the purposes of this agreement and obtained any required consent to such disclosure; and
 - (ii) provided the individuals with the location of where MLA's privacy policy can be found;
- (b) in relation to any personal information provided to the Consultant by MLA under this agreement, the Consultant must:
 - (i) only store, use, disclose or otherwise handle the information for the specific purposes for which it was provided to the Consultant under this agreement; and
 - (ii) co-operate with any reasonable request or direction of MLA which relates to the protection of the information; and
- (c) the Consultant must promptly notify MLA of any complaint that it receives concerning the personal information under this agreement and comply with any reasonable directions of MLA in relation to such complaint.

3.6. Work Health and Safety

- 3.6.1. The Consultant acknowledges that MLA has engaged the Consultant for its expertise in providing the Services under the agreement.
- 3.6.2. In providing the Services the Consultant must and the Consultant must ensure that the Consultant's directors, officers, employees, agents, subcontractors and consultants exercise all due skill, care and precautions to the standard expected of a suitably qualified, experienced and skilled consultant in providing similar Services which are safe and without risks to persons or property.
- 3.6.3. The Consultant acknowledges that it is solely responsible for all preparation and co-ordination required for the provision of the Services at a Site.
- 3.6.4. Without limiting any other clauses in this agreement, the Consultant must comply with, and ensure that its directors, officers, employees, agents, subcontractors and consultants comply with, all Laws, Codes of Practice and Australian Standards relating to work health and safety and that are applicable to the agreement or the performance of the Services under the agreement.
- 3.6.5. Without limiting clause 3.6.4, the Consultant must:

- (a) implement, maintain and comply with a WHS Management System which must as a minimum requirement demonstrate compliance with all relevant Laws, Codes of Practice and Australian Standards;
 - (b) conduct a risk assessment prior to performing Services under the agreement and, if requested, submit to MLA for its records a Safe Work Method Statement, and at any time thereafter when those risk assessments are no longer valid. The Consultant must comply with the risk assessment in the performance of the Services under the agreement ;
 - (c) ensure that the Consultant, and all persons performing the Services under the control or direction of the Consultant, are inducted, trained, informed and appropriately supervised during the performance of the Services;
 - (d) ensure that the Consultant, and all persons under the control and direction of the Consultant are trained, competent and properly licensed or authorised to operate plant and equipment, and that such plant and equipment is properly maintained and records retained;
 - (e) ensure that the Consultant, and all persons under the control and direction of the Consultant are properly informed, trained and supervised in the use of hazardous substances or dangerous goods;
 - (f) ensure that the Consultant consults with its workers and other relevant persons in relation to work health and safety matters relevant to the Services to be performed under the agreement, including providing appropriate means of communication to discuss health and safety matters;
 - (g) ensure that the Consultant, and all persons under the control and direction of the Consultant, are provided with all necessary personal protective equipment for the Services to be performed safely under the Agreement.
- 3.6.6. The Consultant must provide MLA, at MLA's discretion, with access to and copies of such documents and information as may be necessary to establish the Consultant's compliance with its work health and safety obligations under the agreement.
- 3.6.7. Without limiting the requirements of clause 3.6.5, the Consultant must provide MLA with details of any near misses, incidents, injuries, damage to property and plant and the environment, including the occurrence of any such events to the Consultant or its directors, officers, employees, agents, subcontractors and consultants arising from the Services performed under the agreement.
- 3.6.8. The Consultant must, within 7 days of any event listed in clause 3.6.7 provide a written report to MLA giving complete details of the event, including results of investigations into causes, and any recommendations or strategies for prevention in the future.
- 3.6.9. If the Consultant is required by any laws to give notice of any event specified in clause 3.6.7 to a regulatory authority, the Consultant must at the same time or as soon practicable afterwards provide a copy of that notice to MLA.
- 3.6.10. Failure by the Consultant to comply with any work health and safety provisions of the agreement is a material breach of the agreement.
- 3.6.11. To the extent not prohibited by law, the Consultant will indemnify MLA against any damage, expense, loss or liability suffered or incurred arising out of or in connection with the failure by the Consultant to discharge its work health and safety obligations imposed by law or under the agreement.

- 3.6.12. Where the Consultant is not performing the Services in compliance with the agreement, or is performing the Services in such a way as to endanger the health and safety of any persons, or is likely to cause damage to plant, equipment materials or the environment, the Consultant must immediately stop work and remedy that breach. MLA may suspend the Services until such time as the Consultant satisfies it that the work will be resumed in conformity with applicable work health and safety laws, codes and standards. During any periods of suspension, MLA is not required to make payment whatsoever to the Consultant and the Consultant will not be entitled to any recovery of any moneys arising out of or in connection with any suspension directed by MLA under this clause.
- 3.6.13. If the Consultant fails to rectify any breach identified in clause 3.6.12 for which the performance of the Services have been suspended, or if the Consultant's performance has involved recurring breaches, MLA may at its option terminate the contract immediately, in whole or in part, without further obligation to the Consultant. In the event of this occurrence, MLA's liability will be limited to payment for the Services performed and costs reasonably incurred by the Consultant up to the time of termination or an earlier suspension of Services.

4. FEES AND EXPENSES

4.1. Fees

MLA must pay the Consultant for providing the Services the fee specified in the schedule, provided that Services to which each payment relates are completed to the reasonable satisfaction of MLA.

4.2. Expenses

Unless otherwise specified in the schedule, MLA must reimburse the Consultant for all reasonable travel and telecommunication expenses incurred by the Consultant in providing the Services to the maximum amount if any, specified in the schedule, provided that the Consultant:

- (a) obtains MLA's prior written consent before incurring any travel or accommodation expenses not specified in the schedule; and
- (b) gives MLA:
 - (i) details of the expenses incurred, together with evidence acceptable to MLA on reasonable grounds of the incurring of those expenses, including receipts for expenses over \$20; and
 - (ii) all assistance reasonably required by MLA to verify the expenses incurred.

4.3. Payment

Unless otherwise specified in the schedule, MLA must, subject to this clause 4, pay the fees and expenses referred to in clauses 4.1 and 4.2 in the following manner:

- (a) the Consultant must after the end of each period or milestone specified in the schedule provide to MLA an invoice setting out details of:
 - (i) the Services provided, time worked and fees payable; and
 - (ii) expenses incurred,in that period; and
- (b) MLA must pay the invoice within 1 month after receipt of it.

5. CONFIDENTIALITY

5.1. Consultant to maintain

A party must not during or after the term of this agreement:

- (a) except in the proper course of performance of this agreement, disclose to any person without the previous consent in writing of the other party:
 - (i) the terms of this agreement;
 - (ii) any Confidential Information or
 - (iii) any other know how or trade secrets arising out of the provision of the Services; or
- (b) Use or attempt to use any of the items listed in clause 5.1(a) in any manner which may cause injury or loss to the other party or in any manner other than that contemplated by this agreement.

5.2. Third party disclosure

A party must take all such reasonable precautions as are necessary to maintain the confidentiality of the Confidential Information and must:

- (a) prevent its disclosure directly or indirectly to any person other than in accordance with this agreement; and
- (b) Prior to disclosure to any person of any Confidential Information in accordance with this agreement, obtain a written undertaking of confidentiality from that person in the same terms as this clause 5.

6. INTELLECTUAL PROPERTY

6.1. Assignment

- 6.1.1. The Consultant assigns all Project IP to MLA as and when it is created, whether existing as at the date of this agreement or created afterwards.
- 6.1.2. Where the Consultant engages an agent or contractor to provide any of the Services, the Consultant must ensure that the agent or contractor assigns to MLA all Project IP as and when it is created, whether existing as at the date of this agreement or created afterwards.

6.2. Consultant Background IP

- 6.2.1. During the term of this agreement the Consultant must make available the Consultant Background IP to be provided by it.
- 6.2.2. When the Consultant makes Consultant Background IP available (other than that specified in the schedule) it must give a notice to MLA identifying the Consultant Background IP and the ownership of it, and details of any encumbrances.
- 6.2.3. The Consultant warrants that it is the owner of, or is otherwise entitled to provide, the Consultant Background IP which it makes available under this agreement.
- 6.2.4. The Consultant grants MLA a non-exclusive, perpetual, irrevocable, royalty free licence (including the right to sub-licence any third party) to use the Consultant Background IP to the extent required to enable MLA to use the Project IP.

6.3. Licence to the Consultant

- 6.3.1. MLA grants the Consultant a non-exclusive, royalty free licence (excluding the right to sub-licence) to use the Project IP and the Intellectual Property rights in the MLA Material solely for the purpose of enabling the Consultant to provide the Services during the term of this agreement.

6.4. Restrictions on use of MLA's logo

The Consultant must not use (including in the Consultant's publications or materials) any of MLA's logos, trademarks or trade names without MLA's prior written consent.

7. WARRANTY

The Consultant warrants that:

- (a) the provision of the Services will not infringe any other person's Intellectual Property rights and that MLA will be entitled to use the Project IP and the Consultant Background IP without the consent of any other person and without infringing any other person's Intellectual Property rights;

- (b) it, its officers and employees, the Nominated Persons and all agents and contractors have the necessary experience, skill and ability to properly provide the Services on the terms set out in this agreement;
- (c) the Services will be provided in a professional manner and conform to a standard of competence equal to that normally employed by consultants of good standing for services of a magnitude and nature similar to the Services;
- (d) it is compliant with all workers' compensation insurance requirements, superannuation contributions and tax payments for and on behalf of its workers.

8. MATERIAL

8.1. MLA Material

The MLA Material remains the property of MLA and, on termination of this agreement, the Consultant must immediately return the MLA Material and all copies of it to MLA and permanently delete from all computer systems under the control of the Consultant all MLA Material which is in electronic form.

8.2. Project IP

On termination of this agreement, the Consultant must immediately deliver the Project IP and all copies of it to MLA and permanently delete from all computer systems under the control of the Consultant all Project IP, which is in electronic form.

8.3. Safekeeping

The Consultant is responsible for the safekeeping and maintenance of the MLA Material and the Project IP and must ensure that the MLA Material and the Project IP are used, copied, supplied or reproduced only for the purposes of this agreement.

9. RELATIONSHIP OF THE PARTIES

9.1. No partnership

Nothing in this agreement creates an agency, partnership, joint venture or employment relationship between MLA and the Consultant or any of their respective employees, agents or contractors.

9.2. No holding out

Neither the Consultant nor any person acting on behalf of the Consultant may hold itself out as being entitled to contract or accept payment in the name of or on account of MLA.

9.3. Exclusion

MLA's only liability is as expressly stated in this agreement. To the extent permitted by law, all other liability is excluded.

10. SUBCONTRACTORS

10.1. Consent

The Consultant must not without the prior written consent of MLA engage agents or contractors to assist the Consultant in providing the Services.

10.2. Terms

If the Consultant engages an agent or a contractor to assist the Consultant in providing the Services, the terms of engagement contain terms requiring the agent or contractor to:

- (a) undertake obligations of confidentiality in substantially the same terms as clause 5;
- (b) assign to MLA the Intellectual Property in any materials created under the engagement; and
- (c) maintain such insurance in such amounts as MLA may specify.

11. CONFLICT OF INTEREST

The Consultant must not during the term of this agreement carry on or be involved in an activity or business which would adversely impact on:

- (a) the Consultant's ability to perform the Services fairly and independently in accordance with the terms of this agreement; or
- (b) MLA's ability to use or exploit the Project IP.

12. INDEMNITY

The Consultant indemnifies MLA against all damages, losses, costs and expenses incurred by MLA arising out of:

- (a) any breach by the Consultant of this agreement; or
- (b) any negligent or unlawful act or omission of the Consultant, its employees, the Nominated Persons and all agents and contractors in connection with this agreement.

13. TERMINATION

13.1. Notice

MLA may, on 1 months' notice to the Consultant, terminate this agreement.

13.2. Default

If the Consultant:

- (a) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration;
- (b) fails, within 7 days after receipt of notice, to remedy any breach of its obligations under this agreement which is capable of remedy;
- (c) breaches any provision of this agreement which is not capable of remedy; or
- (d) persistently breaches its obligations under this agreement,

MLA may, by notice to the Consultant, terminate this agreement and recover from the Consultant all damages, losses, costs and expenses suffered by MLA.

14. DISPUTE RESOLUTION

14.1. Dealing with disputes

- 14.1.1. The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.
- 14.1.2. If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 14 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except in the case of applications for urgent interlocutory relief or a breach by the other party of this clause 14.

14.2. Resolution by management

- 14.2.1. If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party.
- 14.2.2. If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, the provisions of clause 14.3 will apply.

14.3. Conciliation

- 14.3.1. Disputes must be submitted to conciliation in accordance with and subject to the Institute of Arbitrators Australia Rules for the Conduct of Commercial Conciliations.
- 14.3.2. A party may not commence proceedings in respect of the dispute unless the dispute is not settled by conciliation within 1 month of submission to conciliation, or such other time as the parties agree.

15. ACCOUNTS AND RECORDS

15.1. Accurate record keeping

15.1.1. The Consultant must ensure that it, and its agents and contractors:

- (a) keep complete and accurate books and records that are separate from any other books and records of the relevant business (including any particular accounts specified by MLA):
 - (i) setting out details of all work carried out under this agreement;
 - (ii) recording the deposit and expenditure of the Funds; and
 - (iii) recording the contribution and details of the In-Kind Contributions;
- (b) permit MLA, at any time and with reasonable prior notice, through its officers, agents or advisers authorised on its behalf, to examine and inspect any material in the possession of the Consultant which is relevant to this agreement, including any books and records, and provide all necessary facilities for that purpose;
- (c) give full and accurate answers to any questions MLA or any of its representatives may have concerning books or records relating to this agreement and provide all assistance reasonably requested by MLA in respect of any inquiry into or concerning the Project or this agreement; and
- (d) retain for a period of seven years after termination or expiration of this agreement all books and records relating to the Funding.

15.2. MLA may carry out audits

15.2.1. MLA may arrange for the carrying out of an audit of the books and records of the Consultant and the books and records of the Consultant's agents and contractors at the cost of MLA, unless the audit reveals any overpayment of more than 2% by MLA or noncompliance by the Consultant with the terms of this agreement, in which case the Consultant must promptly reimburse MLA the cost of the audit.

15.3. Consultant to allow access

15.3.1. The Consultant must cooperate with MLA or its representatives, in the conduct of an audit and, for that purpose, must:

- (a) allow access to the Consultant's premises at reasonable times and on reasonable notice;
- (b) procure access to the premises of all agents and contractors at reasonable times and on reasonable notice;
- (c) require the Consultant's employees, agents and contractors to produce books and records related to this agreement and allow any such documentation to be inspected and copied; and
- (d) provide full and accurate answers to any questions asked in relation to that documentation.

15.4. Clause survives termination

15.4.1. This clause 15 applies for the term of this agreement and for a period of seven years from the date of expiration or termination.

16. GST

In relation to any goods and services tax (GST) payable for a taxable supply (as defined under GST law) by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice (as defined under GST law).

17. MISCELLANEOUS

17.1. Notices

17.1.1. A notice under this agreement must be in writing and may be given to the addressee by:

- (a) delivering it to the address of the addressee;
- (b) sending it by pre-paid registered post to the address of the addressee;
- (c) sending it by facsimile to the facsimile number of the addressee; or
- (d) sending it by electronic mail to the last notified email address of the addressee,

specified in the schedule and the notice will be deemed to have been received by the addressee on receipt.

17.1.2. A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee.

17.1.3. An email is deemed to have been received on the date shown by a printed "read receipt" generated by the sender's computer.

17.2. Amendment

This agreement may only be varied by the written agreement of the parties.

17.3. Assignment

17.3.1. The Consultant may only assign a right under this agreement with the prior written consent of MLA.

17.3.2. For the purposes of clause 17.3.1, the Consultant is deemed to have assigned its rights under this agreement if the management or control of the Consultant is transferred to any person other than those persons who manage or control the Consultant as at the date of this agreement.

17.4. Entire agreement

17.4.1. This agreement embodies the entire understanding and agreement between the parties as to its subject matter.

17.4.2. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.

17.5. Further assurance

Each party must promptly execute all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

17.6. Governing law and jurisdiction

17.6.1. This agreement is governed by and must be construed in accordance with the laws of New South Wales.

17.6.2. Each party:

- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
- (b) waives any right to object to proceedings being brought in those courts for any reason.

17.7. Legal costs

The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and signing of this agreement and all documents incidental to it.

SCHEDULE

Consultant

Name	Cattle Council of Australia Inc.
ABN	ABN 35 561 267 326
Street Address	14-16 Brisbane Avenue, Barton ACT 2604
Postal Address	PO Box E10 Kingston ACT 2604
Project Leader:	
Name	Margo Andrae
Phone	
E-mail	ceo@cattlecouncil.com.au
Administration Contact:	
Name	Debbie Frater
Phone	
E-mail	cca@cattlecouncil.com.au

MLA

Meat & Livestock Australia Limited	ABN	39 081 678 364
Street Address	Level 1, 40 Mount Street North Sydney NSW 2060	
Postal Address	PO Box 1961 North Sydney NSW 2059	
Technical Details:		
Name	Brad Henderson	
Phone		
E-mail		
Administration Contact:		
Name		
Phone		
E-mail	pmo@mla.com.au	

Services

Project No.			
Project Title	Building capacity in the Grassfed Beef Industry		
Start date	9 September 2017	Completion date	30 September 2019

Purpose and description

To ensure the long-term sustainability of the Australian beef industry it is imperative to strengthen the leadership and subsequent acquisition of knowledge that inform the strategies and research, development, adoption (RD&A) and marketing programs that underpin industry sustainability, profitability and global competitiveness.

‘Building capacity in the Grassfed Beef Industry’ aims to provide long term benefit to all grassfed beef levy payers by:

1. Developing the capacity of the grassfed beef industry in order to provide skilled leadership into the future; and
2. Acquiring knowledge from industry to inform MLA programs and activities.

The highest priority for the Australian beef industry within the BISP is Industry Leadership and Collaboration. The strategic intent of this priority is to enable and accelerate collaboration along beef value chains by developing industry leaders, strategic relationships and the skills to foster effective representation and enhanced working relationships with service providers and other peak industry bodies.

Investing directly in developing the knowledge and capacity of the current and future leaders of the grassfed industry is necessary to ensure there is a diverse base of skills and knowledge among both the current and the next generation of beef producers to provide guidance on behalf of the industry, advocacy on behalf of the industry and for MLA to engage and consult with.

The development of capable leaders with a whole of value chain and global perspective will also ensure there are better skilled producers who can represent industry and contribute effectively through the various organisations and committees that guide MLA and the wider grassfed beef industry.

In addition to the development of capable leaders, it is important that MLA has a system to effectively acquire industry input from grassfed levy payers on a regular basis to ensure the maintenance of industry systems, strategies and programs that underpin beef industry research, development and adoption (R,D&A), marketing, market access and product quality. By strengthening beef industry leadership, this project will complement MLAs existing consultation and feedback channels to ensure RD&A and marketing programs benefit the entire beef industry.

Over a number of years, the Cattle Council of Australia (CCA) has established committees that play a support role for the Cattle Council of Australia’s strategic policy development process. CCA Committee members also have the opportunity to disseminate Committee outcomes ensuring grass fed producers have greater awareness of CCA policies, MLA strategies and programs and other matters of importance to the sector and industry. To date, these committees include a network of producers from across Australia with an interest in industry issues. With the launch of the Meat Industry Strategic Plan (2016 – 2020), Beef Industry Strategic Plan (2016 – 2020) and MLA’s 2020 Strategic Plan, and the development of a new capacity agreement, it is timely to review the Terms of Reference (TOR) for each committee. Under the project, the Cattle Council of Australia with the assistance of professional advisors will review the TOR for the

committees, including committee scope, membership composition, member responsibilities and role and appointment of the chair. The professional development of the chair will also be considered as part of any review. The Cattle Council of Australia will ensure the committees have adequate staffing to support MLA's requirement for effective consultation and feedback

Objectives

The Consultant will achieve the following objective(s) to MLA's reasonable satisfaction:

Objective 1 - Ensure the broader industry has the skills and capability to support strong and effective beef industry leadership.

1. Ensure the broader industry has the skills and capability to support strong and effective beef industry leadership by:

- 1.1. Develop a beef industry specific governance short course and train a maximum of 50 beef producers per year;
- 1.2. Train the Cattle Council of Australia directors in the AICD Company Directors course. It will be a minimum requirement for 40% of all current Cattle Council directors and within 6 months of appointment for all future directors to be offered the AICD course and to sit the assessment;
- 1.3. Undertake a tailored gap analysis of Cattle Council governance systems and processes by a skilled professional to assist the Cattle Council of Australia in addressing any recommendations or gaps to ensure the grassfed producer representative body's governance systems are robust and help to future proof the organization;

{Note: The appointment of skilled consultants to assist the Cattle Council of Australia with items 1.3 and 1.4 will be subject to tender and pending scale of investment, the creation of a project steering committee to ensure consultants adheres to agreed project milestones. It is envisaged that the composition of any such project steering committee would include one representative each from DAWR and MLA, an independent expert and up to three (3) CCA Executive or Board members.}
- 1.4. Undertake an assessment of the skills required to support the Cattle Council of Australia Board (including the development of a skills matrix). Utilise professional assistance for any revisions to the Cattle Council Australia's constitution in order to move to a skills based selection of the two independent directors;
- 1.5. Annual media and communications training offered to all Cattle Council of Australia Directors and Committee members to ensure the industry has the capacity to respond to emergencies, communicate change and provide effective leadership and advocacy;
- 1.6. In 2017, 2018 and 2019 provide leadership, advocacy and communication training for the Cattle Council Rising Champions;
- 1.7. Create and maintain an alumni program for past and present the Cattle Council of Australia Rising Champions which will provide opportunities for further skills development and training. MLA to access this producer network (as required) in the co design, co creation and application of new technology and programs within the beef industry;
- 1.8. Create and maintain an alumni program for past the Cattle Council of Australia committee members to provide opportunities for further skills development and training. MLA to access this producer network (as required) in the co design, co creation and application and adoption of new technology and new and existing programs within the beef industry;
- 1.9. Developing the next generation of beef industry policy staff by training one beef specific

policy graduate;

- 1.10. The Cattle Council of Australia will attend all relevant International Beef Alliance (IBA) and the IBA Young Beef Producer Initiative meetings and teleconferences; and
- 1.11. Create a measurement and evaluation framework, ensuring the impact of investments in capacity building programs can be quantified and reported.

Objective 2 - To provide an effective system for MLA to acquire industry knowledge on MLA strategies and programs and the industry's future pathways.

2. Provide an effective system for MLA to acquire industry knowledge on MLA strategies, programs and the industry's future pathways by:

- 2.1. Review the Terms of Reference (TOR) for the three consultative committees in consultation with MLA. In reviewing the TOR, there will be a specific focus on committee scope, membership composition, member responsibilities, and role of and appointment of the chair. The Cattle Council of Australia will ensure the committees have adequate staffing to support MLA's broader stakeholder engagement and consultation framework.
- 2.2. The Cattle Council of Australia will seek professional assistance to assist in the review and revisions to the committee TOR and refinements to the selection process.
- 2.3. All committee members will be provided the opportunity to undertake an AICD short course or equivalent appropriate training (developed by the Cattle Council of Australia in conjunction with MLA refer 1.1). To ensure a common understanding of committee scope and member responsibilities and to support the development of high performing committees, committee chairs will undertake specialist training to ensure efficient and effective meetings.

The Cattle Council of Australia Committee members will also have a role to play in the dissemination of MLA strategies, programs and industry's future pathways via communication to the Cattle Council of Australia members and grass-fed levy payers.

Deliverables

By achieving the above objectives the consultant will have delivered:

1. Ensure the broader industry has the skills and capability to support strong and effective beef industry leadership:

- 1.1. Approximately 50-100 beef producers will receive governance training specific to beef industry from the Australian Institute Company Directors (AICD) or equivalent appropriate training provider;
- 1.2. 40% of current and within 6 months of appointment all future Cattle Council of Australia Directors will have participated in the AICD Company Directors Course and sit the assessment;
- 1.3. The Cattle Council of Australia's existing governance systems will be reviewed, and where appropriate, professional advice will have been provided on improvements to be made;
- 1.4. The skills required for effective governance of the Cattle Council of Australia will be identified and the Cattle Council of Australia's constitution will have evolved such that the appointment of the 2 independent directors are skills based (by 2019);
- 1.5. The Cattle Council of Australia Board members and committee members will be offered expert communication and advocacy training;

- 1.6. Via the alumni networks (youth and former committee members), 50-70 beef industry leaders will receive expert leadership and communication training and MLA will have access to a beef producer network to assist with co design, co creation, application and adoption of new technology and programs;
 - 1.7. A beef specific graduate in strategic policy development will be trained;
 - 1.8. Via International Beef Alliance membership, the Australian beef industry will provide input and leadership on global beef industry discussions directly relating to Market Access, Animal Welfare, Traceability, Sustainability, Youth Development and other issues as they arise; and
 - 1.9. A measurement and evaluation framework will be in place to quantify the impact of investments in capacity building.
- 2. Provide an effective system for MLA to acquire industry knowledge on MLA strategies and programs:**
- 2.1. The TOR for the 3 Cattle Council of Australia consultative committees reviewed and made publicly available to all levy payers. The review will consider the scope and composition of the committee, selection of committee members and skills development of committee members and the committee chair, with any changes supporting an efficient and effective consultation mechanism.
 - 2.2. MLA will receive independent, timely, researched, considered and expert input on a regular basis to inform current and future MLA strategies and programs ensuring the maintenance of industry systems and programs that underpin beef industry RD&A, marketing, market access and product quality.

Agents or subcontractors

Subject to the obligations relating to agents and subcontractors, MLA consents to the engagement of the following agents or subcontractors:

Nil

Nominated Person(s)

Contact Name: Margo Andrae
Phone:
Fax:
Email: ceo@cattlecouncil.com.au

Communications

Subject to the confidentiality obligations, the Services will be communicated by the Consultant:

Activity	Key Message
Milestone report	Comprehensive report on achievement of each milestone. Milestone report guidelines are available on the MLA website http://www.mla.com.au/Research-and-development/Project-reporting-templates
Final Report	The Final report must: <ul style="list-style-type: none"> • be submitted in accordance with MLA's style guide and report guidelines (available at http://www.mla.com.au/Research-and-development/Project-reporting-templates). • include sections that address all the items in the Objectives. • be supplied in electronic Microsoft Word format. • include any associated material such as spreadsheets, decisions support tools, multimedia either within the report or as separate electronic files • duly acknowledge participating producer groups, Consultant(s) and Funding Contributors (including the Commonwealth Government). <p>MLA is committed to demonstrating transparency and communication of our R&D activities to stakeholders. Separate confidential and non-confidential versions of the Final report may be provided if a single report cannot be published on MLA's website.</p>

Consultant Background IP

Background IP
Nil

Milestones

Expense payments will be made in 6 instalments in accordance with milestone delivery as outlined below:

Achievement Criteria		Due Date
1	<ul style="list-style-type: none"> (a) Successful completion of November 2017 Committee meetings. (b) Consultant engaged to review the Cattle Council of Australia Board governance, Committee TOR and enabling processes. (c) 2018 AICD training and professional development schedule (communications and advocacy training) locked in for the Board and 2018 AICD or equivalent appropriate training scheduled for Committee members (communications and advocacy training). Measurement and evaluation framework identified. 	January 2018
2	<ul style="list-style-type: none"> (a) Successful completion of March 2018 Committee meetings. (b) Governance review (inclusive Committee TOR and enabling processes) tracking to agreed project milestones. (c) Youth Alumni strategy completed inclusive milestones and measurement and evaluation framework. Committee Alumni strategy started. (d) Board and Committee professional development schedule tracking to agreed milestones. 	May 2018
3	<ul style="list-style-type: none"> (a) Successful completion of May & August 2018 Committee meetings. (b) Governance review completed with recommendations included as part of 2018 CCA AGM or November 2018 Board Meeting (as required). (c) Board and Committee professional development schedule and Youth Alumni program tracking to agreed milestones. 	September 2018
4	<ul style="list-style-type: none"> (a) Successful completion of November 2018 Committee meetings. (b) Post review of prior year programs conducted and reported. (c) Committee Alumni strategy completed. (d) 2019 AICD Training and professional development schedule locked in for the Board and 2019 AICD or equivalent appropriate training scheduled for Committee members. (e) Board and Committee professional development schedule and Youth Alumni program tracking to agreed milestones. 	January 2019
5	<ul style="list-style-type: none"> (a) Successful completion of February 2019 Committee meetings. (b) Preparations for selection of 2 skills based independent directors to the Cattle Council of Australia Board complete. Preparation for any changes to the selection of 2020 Committee members complete. Committee Alumni program developed and ready for launch November 2019. (c) Board and Committee professional development schedule Youth Alumni program tracking to agreed milestones. 	May 2019

Achievement Criteria		Due Date
6	(a) Successful completion of May & August 2019 Committee meetings. (b) Board and Committee professional development schedule and Youth Alumni program tracking to agreed milestones. (c) Post review of YTD programs (using agreed MER framework).	September 2019

A milestone is not achieved unless it is completed to MLA's reasonable satisfaction

Fees associated with the project delivery and administration and ongoing support of the consultative committees, Raising Champions Alumni program, International Beef Alliance, project measurement, evaluation and reporting and the appointment of a staff policy officer will be paid in 24 equal monthly instalments.

Fees and payment (inclusive of GST)
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Total Budget	Professional fees	\$680,160
	Operating expenses	\$1,267,821
	Capital	0.00
Total Funds	AUD \$1,947,981 (GST inclusive)	
<p>**expenses payable on acceptance and approval of corresponding milestone report, with tax invoice and copy of receipts attached</p> <p>***on receipt and acceptance of final report by MLA, with tax invoice for payment attached</p> <p><i>NB: any money uncommitted at the end of the Project must be returned to MLA</i></p>		