

LIVESTOCK EXPORT COLLABORATIVE FUNDING PROGRAM TERMS

Meat and Livestock Australia Limited ABN 39 081 678 364 (“**MLA**”) and Australian Livestock Export Corporation Limited ABN 88 082 408 740 (“**LiveCorp**”) (through the Livestock Export Program (“**LEP**”)) have established the Livestock Export Collaborative Funding Program (“**Co-Funding Program**”) to support exporters of Australian livestock (cattle, sheep and goats) to international markets.

These terms form an agreement between you (“**Exporter**”) and MLA and govern your participation in the Co-Funding Program.

By submitting an application and Activity Proposal as outlined in the [Guidelines](#), you agree to these terms. An agreement will only be formed when you receive an email confirmation from LEP that your application to participate in the Co-Funding Program has been accepted and approved.

OPERATIVE TERMS

1 Definitions and Interpretation

1.1 Definitions

Where commencing with a capital letter:

Activities mean the activities described in the Activity Proposal;

Activity Proposal means the Co-Funding Program Activity Proposal as submitted by the Exporter and approved by MLA, in accordance with the process set out in the Guidelines;

Agri-Political Activity means activities that involve engaging in any form of external or internal political influencing, including:

- (a) encouraging or supporting a campaign for the election of a candidate, person or party for public office or for the adoption of particular policies of political parties;
- (b) promoting a particular political party’s policy over another political party’s policy;
- (c) representing the views of industry as being those of MLA or the Australian Government; or
- (d) advocating that the Commonwealth or a State or Territory government adopt a particular policy;

Budget means the budget and cashflow specified in the Activity Proposal;

Commencement Date means the date in which Exporter receives a notification from MLA confirming acceptance of the Activity Proposal;

Commercialise, in relation to Project IP, means to manufacture, sell, hire or otherwise exploit a product or process, or to provide a service using Project IP, or to license any person to do any of those things;

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;

Employee Entitlement means any payment or benefit to which an employee may be entitled by law or under any industrial award or agreement, including salary or wages, notice or severance payments, leave entitlements, loadings, allowances or other benefits.

Ethics Laws means all laws, regulations and industry codes of practice applicable to the Exporter relating to:

- (a) ethical conduct in human research and animal welfare in scientific research;
- (b) the conduct of responsible research as specified by the National Health and Medical Research Council, including the *National Statement on Ethical Conduct in Human Research*, the *Australian Code for the Care and Use of Animals for Scientific Purposes* (2013) and the *Australian Code for the Responsible Conduct of Research* (2018);
- (c) anti-bribery and anti-corruption;
- (d) fundamental human rights in particular the prohibitions on child labour, slavery, forced labour and human trafficking, including the *Modern Slavery Act 2018* (Cth); and
- (e) anti-money laundering;

Exporter Background IP means Intellectual Property Rights owned, licensed or held by the Exporter and made available by the Exporter under this agreement;

Final Report means a comprehensive written report detailing the results of the Activities on completion of the final Milestone;

Funds means the amount specified in the Activity Proposal;

Guidelines mean the Co-Funding Program Guidelines which govern the applications process for participation in the Co-Funding Program;

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, trade marks, designs, circuit layouts, trade secrets, know-how, confidential information, plant breeders' rights, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967;

Licence means a livestock export licence issued by the Australian Government, Department of Agriculture and Water Resources under the Australian Meat and Live-stock Industry Act 1997 and the Australian Meat and Live-stock Industry (Export Licensing) Regulations 1998;

Milestone means a milestone specified in the Activity Proposal;

Milestone Report means a comprehensive written report containing the progress of the Activities and achievement of each Milestone. Milestone report guidelines are available on the MLA website at <http://www.mla.com.au/Research-and-development/Project-reporting-templates>;

MLA Material means all material and information (including Australian Meat Processor Corporation Limited ABN 67 082 373 448 material or information, if any) provided by MLA to the Exporter for the purpose of this agreement;

MLA Policies means, as at the date of this agreement, each of MLA's:

- (a) privacy policy accessible via [Privacy Policy](#);
- (b) Anti-bribery and Corruption policy and procedures accessible via [ABC Policy](#); and
- (c) code of business conduct and ethics accessible via [Code of Conduct](#),

as may be amended and notified by MLA to the Exporter in writing from time to time in accordance with clause 2.3(b).

Nominated Persons means the persons named in the Activity Proposal and such other persons approved in writing by MLA to undertake the Activities on behalf of the Exporter;

Objectives mean the objectives described in the Activity Proposal;

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth);

Project IP means the Intellectual Property Rights which arise under the agreement, including out of the Activities;

Related Bodies Corporate has the same meaning given to it in the Corporations Act 2001 (Cth);

Safe Work Method Statement means a statement about the safety processes and procedures devised by the Exporter in a form approved by MLA from time to time;

Site means any sites at which it carries out any part of the Activities; and

Term means from the Commencement Date to 30 days after acceptance by MLA of the final Milestone in accordance with the Activity Proposal.

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

- (a) Unless the context otherwise requires a word which denotes:
 - (i) the singular denotes the plural and vice versa; and
 - (ii) a person includes an individual, a body corporate and a government.
- (b) In this agreement:
 - (i) clause headings are for convenience only and do not affect interpretation; and
 - (ii) "includes" is not a word of limitation.

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 Exporter's Obligations

2.1 Activities

- (a) The Exporter must ensure that its Activity Proposal complies with the requirements set out in the Guidelines.
- (b) Without limiting its obligations under this clause 2, the Exporter must, in conducting the Activities:
 - (i) undertake the Activities to meet the Objectives in the manner and in accordance with the timing set out in the Activity Proposal;
 - (ii) only apply the Funds for the purposes of the Activities and in accordance with the Budget and the Milestones;

- (iii) not vary the Activities, the Budget or the Milestones without MLA's prior written consent;
- (iv) not conduct any work under the Activity Proposal if the Exporter is required to obtain approvals or licences under applicable Ethics Laws in order to carry out the Activities, until that approval or consent has been obtained;
- (v) cooperate and regularly liaise with MLA and any consultant engaged by MLA;
- (vi) not apply the Funds to Agri-Political Activities nor conduct any Agri-Political Activities as part of the Activities;
- (vii) as requested by MLA, provide reasonable details of the Exporter's proposed course of action and strategies, for the purpose of enabling MLA to review the performance of the Exporter's obligations under this Agreement; and
- (viii) provide the Milestone Reports and any other reports specified in the Guidelines and Activity Proposal, in the manner and in accordance with the timing set out in the Activity Proposal.

2.2 Nominated Persons

The Exporter:

- (a) must ensure that the Nominated Persons have, as a minimum, the skills, qualifications and experience specified in the Activity Proposal and are lawfully entitled to undertake the Activities;
- (b) must, ensure that only the Nominated Persons undertake the Activities on behalf of the Exporter;
- (c) must perform and observe all obligations required by law in respect of Nominated Persons, including paying all necessary taxes and any Employee Entitlements in connection with the Activities;
- (d) must not replace any Nominated Person without MLA's prior written approval, such approval not to be withheld where the proposed replacement has at least the same or similar ability, experience and qualifications as the person they are replacing;
- (e) undertakes that the Nominated Persons will perform this work to the best of their skill and ability; and

- (f) must provide each Nominated Person with a copy of this agreement and take all reasonable steps to explain it to them.

2.3 Directions and MLA Policies

- (a) The Exporter must comply with all MLA Policies and reasonable and lawful directions of MLA from time to time when performing the Activities.
- (b) MLA will notify the Exporter of any material change to the MLA Policies that the Exporter must comply with under clause 2.3(a) ("**Change Notice**"). If the change is detrimental to the Exporter and the Exporter does not agree to the change, the Exporter must notify MLA in writing within 30 days of receiving a Change Notice, in which case the existing MLA Policies will continue to apply to the Activities (except for changes which are required to comply with law).

2.4 Comply with all laws

The Exporter must comply with all relevant laws and regulations and any applicable industry standards or guidelines relevant to the Activities, including all applicable Ethics Laws, when carrying out the Activities and performing the Exporter's obligations under this agreement.

2.5 Insurance and benefits

- (a) The Exporter must at all times effect and maintain:
 - (i) adequate workers' compensation insurance as required by law for its employees and any other insurance or benefits required by law in respect of the Nominated Persons; and
 - (ii) public and product liability insurance for an amount of at least \$10 million.
- (b) The Exporter must, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 2.5(a).

2.6 Privacy

- (a) The Exporter must:
 - (i) comply with the *Privacy Act 1988* (Cth), and all other applicable privacy laws as may be in force from time to time, which regulate the collection, storage, use and disclosure of information, including the Australian Privacy Principles, in relation to information used or collected under or in connection with this Agreement;
 - (ii) 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
 - (iii) ensure that all of its agents or subcontractors comply with this clause 2.6.
- (b) Without limiting clause 2.6(a) in relation to any personal information that the Exporter provides to MLA under this agreement, the Exporter warrants that it has:
 - (i) before providing the personal information to MLA, notified all individuals to whom the personal information relates, including Nominated Persons, 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](https://www.mla.com.au/general/privacy/) can be found, which is at <https://www.mla.com.au/general/privacy/>;
- (c) in relation to any personal information provided to the Exporter by MLA under this agreement, the Exporter must:
 - (i) only store, use, disclose or otherwise handle the information for the specific purposes for which it was provided to the Exporter under this agreement; and
 - (ii) co-operate with any reasonable request or direction of MLA which relates to the protection of the information; and
- (d) the Exporter 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.

2.7 Work Health and Safety

- (a) The Exporter acknowledges that MLA has granted the Funds to the Exporter for its expertise in conducting the Activities under the agreement.
- (b) In conducting the Activities, the Exporter must ensure that the Exporter'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 conducting similar Activities which are safe and without risks to persons or property.

- (c) The Exporter acknowledges that it is solely responsible for all preparation and co-ordination required for the conduct of the Activities at a Site.
- (d) Without limiting any other clauses in this agreement, the Exporter 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 conduct of the Activities under the agreement.
- (e) Without limiting clause 2.7(d) the Exporter must:
 - (i) implement, maintain and comply with adequate processes and procedures to manage health and safety risks arising from the conduct of the Activities under this agreement;
 - (ii) conduct a risk assessment prior to conducting the Activities 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 Exporter must comply with the risk assessment in the conduct of the Activities under the agreement;
 - (iii) ensure that the Exporter, and all persons conducting the Activities under the control or direction of the Exporter, are inducted, trained, informed and appropriately supervised during the conduct of the Activities;
 - (iv) ensure that the Exporter, and all persons under the control and direction of the Exporter 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;
 - (v) ensure that the Exporter, and all persons under the control and direction of the Exporter are properly informed, trained and supervised in the use of hazardous substances or dangerous goods;
 - (vi) ensure that the Exporter consults with its workers and other relevant persons in relation to work health and safety matters relevant to the Activities to be performed under the agreement,

- including providing appropriate means of communication to discuss health and safety matters; and
- (vii) ensure that the Exporter, and all persons under the control and direction of the Exporter, are provided with all necessary personal protective equipment for the Activities to be performed safely under the agreement.
- (f) The Exporter must provide MLA, at MLA's discretion, with access to and copies of such documents and information as may be necessary to establish the Exporter's compliance with its work health and safety obligations under the agreement.
- (g) Without limiting the requirements of clause 2.7(e), the Exporter 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 Exporter or its directors, officers, employees, agents, subcontractors and consultants arising from the Activities performed under the agreement.
- (h) The Exporter must, within 7 days of any event listed in clause 2.7(g) 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.
- (i) If the Exporter is required by any laws to give notice of any event specified in clause 2.7(g) to a regulatory authority, the Exporter must at the same time or as soon practicable afterwards provide a copy of that notice to MLA.
- (j) Failure by the Exporter to comply with any work health and safety provisions of the agreement is a material breach of the agreement.
- (k) To the extent not prohibited by law, the Exporter will indemnify MLA against any damage, expense, loss or liability suffered or incurred arising out of or in connection with the failure by the Exporter to discharge its work health and safety obligations imposed by law or under the agreement.
- (l) Where the Exporter is not performing the Activities in compliance with the agreement, or is performing the Activities 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 Exporter must immediately stop work and remedy that breach. MLA may suspend the

Activities until such time as the Exporter 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 Exporter and the Exporter 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.

- (m) If the Exporter fails to rectify any breach identified in clause 2.7(l) for which the performance of the Activities have been suspended, or if the Exporter'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 Exporter. In the event of this occurrence, MLA's liability will be limited to payment for the Activities performed and costs reasonably incurred by the Exporter up to the time of termination or an earlier suspension of Activities.

2.8 Conflict of Interest

The Exporter must not, without the prior written consent of MLA, during the term of this agreement:

- (a) act as a consultant to any person who carries on or is involved in any capacity in activity or business; or
- (b) carry on or be involved in any capacity in an activity or business,

which would adversely affect the Exporter's ability to carry out the Activities in accordance with the terms of this agreement.

3 Funding

3.1 Funding and Payment

Unless otherwise specified in the Activity Proposal, MLA must, subject to this clause 2.8, pay the Funds in the following manner:

- (a) the Exporter must, after the end of each period or completion of a Milestone or Activity specified in the Activity Proposal (to MLA's reasonable satisfaction), provide to MLA a valid tax invoice setting out details of the Activities performed in that period; and
- (b) subject to clause 3.2, MLA must provide the Funds to the Exporter within 30 days of receiving a valid tax invoice for the purpose of the Activities, provided that MLA has accepted and approved the relevant Milestone Report to which the payment relates, and the Exporter has sent a tax invoice and copies of receipts in PDF format to invoices@mla.com.au in a form acceptable to

MLA as set out in MLA's invoicing requirements available at [MLA agreements | Meat & Livestock Australia](#).

3.2 Disputed invoices

If MLA disputes an invoice submitted by the Exporter, MLA is not obliged to pay the disputed portion of the invoice (which may include the entire invoice amount) until the dispute is resolved but MLA must pay all other non-disputed amounts. The Exporter may not suspend, cancel or vary their conduct of the Activities in whole or in part as a result of a disputed invoice.

3.3 Suspension of funding

In addition to its rights under clause 9.2, MLA may suspend payment of any of the Funds by written notice to the Exporter if the Exporter:

- (a) does not achieve a Milestone – until it is confirmed complete by MLA (acting reasonably);
- (b) does not deliver a report in accordance with the Activity Proposal – until the report has been delivered to the reasonable satisfaction of MLA; or
- (c) is in breach of any of its obligations under this agreement – until the breach is rectified.

3.4 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).

4 Reports, accounts and records

4.1 Reporting

- (a) The Exporter must:
 - (i) ensure that all Milestone Reports and the Final Report are of a high standard acceptable to MLA acting reasonably, including being proofread and edited to a high standard using Australian English language;
 - (ii) promptly respond to any request by MLA for an update on the progress of the Activities and any other information reasonably requested by MLA from time to time;
 - (iii) keep MLA fully advised of the progress of the Activities and, without limiting the foregoing, promptly notify MLA of any matters which may materially affect the Exporter's ability to conduct the Activities; and

- (iv) if requested by MLA, meet with MLA at a time and date agreed by the parties during the term of this agreement to conduct a de-brief regarding the Activities at no charge

- (b) The Final Report must:

- (i) include sections that address all the items in the objectives set out in the Activity Proposal;
- (ii) be supplied in electronic Microsoft Word format;
- (iii) include any associated material such as spreadsheets, decisions support tools and multimedia, either within the report or as separate electronic files; and
- (iv) duly acknowledge participating producer groups, consultant(s) and funding contributors (including the Commonwealth Government), if applicable.

4.2 Record keeping

The Exporter must ensure that it, and its Nominated Persons:

- (a) keep complete and accurate books and records that are separate from any other books and records of the Exporter's business (including any particular accounts specified by MLA):
 - (i) setting out details of the Activities carried out under this agreement;
 - (ii) recording the deposit and expenditure of the Funds; and
 - (iii) otherwise support the Exporter's compliance with its obligations under this agreement;
- (b) permit MLA, at any time and without prior notice, through its officers, agents or advisers authorised by it, to examine and inspect any material in the possession of the Exporter which is relevant to this agreement, including any books and records, and provide all necessary facilities for that purpose; and
- (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 Activities or this agreement.

4.3 MLA may carry out audits

MLA may arrange for the carrying out of an audit of the books and records of the Exporter and the books

and records of the Exporter's agents and contractors, each as relevant to this Agreement, to ensure compliance with the Exporter's obligations under this Agreement. MLA will bear the cost of the audit, unless the audit reveals any overpayment of more than 2% by MLA or noncompliance by the Exporter with the terms of this agreement, in which case the Exporter must promptly reimburse MLA the cost of the audit.

4.4 Exporter to allow access

The Exporter must cooperate with MLA, or its officers, agents or advisers (including auditors), in the conduct of an audit and, for that purpose, must:

- (a) allow access to the Exporter'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 Exporter'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.

4.5 Clause survives termination

Clauses 4.1 to 4.4 apply for the term of this agreement and for a period of seven years from the date of expiration or termination.

5 Warranty

The Exporter warrants that:

- (a) it holds a valid Licence and otherwise meets any eligibility assessment and co-funding criteria set out in the Guidelines;
- (b) it will deliver the Activities in accordance with the Activity Proposal and will comply with all applicable laws including Ethics Laws;
- (c) the delivery of the Activities and the Project IP will not infringe any other person's Intellectual Property Rights and that MLA will be entitled to use the Project IP and the Exporter Background IP as permitted under this agreement without the consent of any other person and without infringing any other person's Intellectual Property Rights;
- (d) it, its officers and employees, the Nominated Persons and all agents and contractors have the necessary experience, skill and ability to properly conduct the Activities on the terms set out in this agreement;

- (e) the Activities will be conducted in a professional manner and with due skill and care; and
- (f) it is compliant with all workers compensation insurance requirements, superannuation contributions, employment laws and tax payments for and on behalf of its workers.

6 Confidentiality and Reporting

6.1 Confidentiality obligations

Subject to this agreement, each party must, during and after the term of this agreement:

- (a) keep the Confidential Information of the other party confidential;
- (b) use and disclose the Confidential Information of the other party only as contemplated by this agreement; and
- (c) prior to disclosure to any person of any Confidential Information of another party, ensure that the person is bound by obligations of confidentiality in substantially the same terms as this clause 6.

6.2 Exclusions

The obligations on each recipient of Confidential Information under this agreement do not apply to any Confidential Information which:

- (a) was in the recipient's possession at the time of disclosure to the recipient and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
- (b) is in the public domain;
- (c) is acquired from a third party, provided that it is not acquired by the third party unlawfully or in breach of an obligation of confidence; or
- (d) is required to be disclosed by law, provided that the receiving party makes reasonable efforts to notify the disclosing party of the impending disclosure in time for the disclosing party to appear and oppose the disclosure.

6.3 Sharing information in reports

- (a) The Exporter acknowledges and agrees that MLA and LiveCorp may publish and share:
 - (i) lists of all participating companies in the Co-Funding Program (which may include the Exporter) with the total amount of MLA funding they received for the fiscal year; and
 - (ii) summaries of Co-Funding Program outcomes,

in their annual reports, in other reports, and on the MLA and/or LiveCorp websites.

- (b) MLA and LiveCorp will not otherwise publish or share information disclosed in any report provided by the Exporter under this agreement without seeking the Exporter's consent in accordance with clause 6.4.

6.4 Exporter consent

Without limiting clause 6.1, MLA must, during and after the term of this agreement, keep confidential and not disclose to any person any report provided by the Exporter under this agreement or other Confidential Information of the Exporter without first obtaining the Exporter's written consent.

6.5 Use of Data

Without limiting MLA's other rights under this Agreement, the Exporter acknowledges that depersonalised aggregated data collected as part, or in the course, of the Activities and which is incapable of being used to identify, or ascertain the identity of, any person may be:

- (a) used by MLA and its Related Bodies Corporate, for planning, research and development, or marketing purposes, including as part of MLA's digital platform; and
- (b) provided by MLA to third parties for the purposes of future projects.

7 Intellectual Property

7.1 Ownership

Project IP will be owned by the Exporter as and when it is created.

7.2 Exporter Background IP

- (a) During the Term of this agreement the Exporter must make available the Exporter Background IP and provide a notice to MLA identifying the Exporter Background IP and the ownership of it, and details of any encumbrances or restrictions.
- (b) The Exporter warrants that it is the owner of, or is otherwise entitled to provide, the Exporter Background IP which it makes available under this agreement.
- (c) The Exporter grants MLA a non-exclusive, perpetual, irrevocable, royalty free licence (including the right to sub-licence any third party) to use the Exporter Background IP to the extent required to enable MLA to use the Project IP as permitted under this agreement.

7.3 Licence to MLA

The Exporter grants to MLA a non-exclusive, royalty free, perpetual, irrevocable and transferable licence

(including the right to sub-licence), to use the Project IP for any purpose, other than Commercialisation.

7.4 Commercialisation

Subject to MLA's rights under clause 6.3 to share information in reports, MLA may only Commercialise or disseminate the Project IP with the prior written consent of the Exporter. Any Commercialisation by MLA of Project IP will be subject to a separate commercialisation agreement as agreed between the parties.

8 MLA Material

Any material or information provided by MLA under this agreement remains the property of MLA. MLA grants the Exporter a non-exclusive, non-transferable, royalty free licence (excluding the right to sub-licence) to use those materials and that information solely for the purposes of enabling the Exporter to carry out the Activities during the term of this agreement.

9 Indemnity

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

- (a) any fraud, wilful default, negligent or unlawful act or omission of the Exporter, its employees, the Nominated Persons and all agents and contractors in connection with this agreement; or
- (b) the death or injury of any person, or loss or damage to property arising from the performance or non-performance by the Exporter of its obligations under this Agreement.

9.2 Contribution

Each party's liability under this agreement will be reduced to the extent that any negligent act or omission or breach of this agreement by the other party contributed to the relevant liability, loss, damage, cost or expense.

10 Term and Termination

10.1 Term

This agreement commences with effect from the Commencement Date and, subject to earlier termination in accordance with clauses 10.2 and 10.3, continues for the Term.

10.2 Notice for termination

- (a) MLA may, on 30 days' written notice to the Exporter, terminate this agreement.
- (b) MLA may terminate this Agreement with immediate effect by written notice to the Exporter if:

- (i) MLA is no longer the declared industry marketing body and/or industry research body for the meat and livestock industry; or
- (ii) its funding agreement with the Commonwealth government is terminated.

10.3 Default

If the Exporter:

- (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) has its Licence suspended or revoked for any reason;
- (c) fails, within 14 days after receipt of notice, to remedy any breach of its material obligations under this agreement which is capable of remedy;
- (d) breaches any provision of this agreement which is not capable of remedy; or
- (e) persistently breaches its obligations under this agreement,

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

10.4 Termination by the Exporter

If the Exporter forms an opinion on reasonable grounds that the Activities will no longer achieve the objectives set out in the Activity Proposal or the Activities are no longer able to be carried out due to technical issues that have arisen, or for any other reason, the Exporter will provide written notice to MLA setting out particulars of that opinion and its recommendation to terminate this agreement. If MLA provides its consent (such consent not to be unreasonably withheld), the Exporter may, by 30 days written notice to MLA, terminate this agreement.

10.5 Consequences of termination

If either party terminates this agreement:

- (a) MLA is not required to pay any outstanding amount of the Funds; and
- (b) MLA may recover from the Exporter any part of the Funds which have not been spent by the Exporter in accordance with this agreement.

11 Dispute Resolution

11.1 Dealing with disputes

- (a) 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.
- (b) If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 11 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 11.

11.2 Resolution by management

- (a) 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.
- (b) If the dispute is not resolved within 30 days of submission of the dispute to them, or such other time as they agree, the provisions of clause 11.3 will apply.

11.3 Mediation

- (a) Disputes must be submitted to mediation in accordance with and subject to the then current Resolution Institute Mediation Rules. The fees for mediation will be borne equally by the parties.
- (b) A party may not commence proceedings in respect of the dispute unless the dispute is not settled by mediation within 30 days of submission to mediation, or such other time as the parties agree.

11.4 Urgent relief

This clause 11 does not apply if either party commences legal proceedings for urgent interlocutory relief.

12 Miscellaneous

12.1 Notices

- (a) A notice under this agreement must be in writing and may be given to the addressee by:
 - (i) delivering it to the address of the addressee;
 - (ii) sending it by pre-paid registered post to the address of the addressee; or
 - (iii) sending it by electronic mail to the last notified email address of the addressee,

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

- (b) A notice will be deemed to have been received:
 - (i) if delivered in person, on receipt;
 - (ii) if sent by pre-paid registered post, three (3) business days after the notice is sent; or
 - (iii) if sent by electronic mail, within 4 hours of being sent, unless the sender receives notification that the electronic mail has not been delivered.

12.2 Amendment

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

12.3 Assignment

- (a) The Exporter may only assign a right under this agreement with the prior written consent of MLA.
- (b) For the purposes of clause 12.3(a), the Exporter is deemed to have assigned its rights under this agreement if the management or control of the Exporter is transferred to any person other than those persons who manage or control the Exporter as at the date of this agreement.

12.4 Entire agreement

- (a) This agreement embodies the entire understanding and agreement between the parties as to its subject matter.
- (b) 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.

12.5 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.

12.6 Governing law and jurisdiction

- (a) This agreement is governed by and must be construed in accordance with the laws of New South Wales.
- (b) Each party:
 - (i) 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
 - (ii) waives any right to object to proceedings being brought in those courts for any reason.

13 Relationship of the Parties

13.1 No partnership

Nothing in this agreement creates an agency, partnership, joint venture or employment relationship between MLA and the Exporter or any of their respective employees, agents or contractors. In particular the parties agree that each Nominated Person:

- (a) remains subject to the agreement or understanding (whether in writing or not) that Nominated Person has with the Exporter; and
- (b) has no direct relationship with MLA under law, contract or otherwise whether as an employee, consultant or in any other capacity.

All responsibilities and obligations with regard to each Nominated Person which arise by virtue of this agreement remain with the Exporter.

13.2 No holding out

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