Umbrella Research Agreement

BETWEEN

MLA DONOR COMPANY LIMITED
ABN 49 083 304 867

AND

MEAT & LIVESTOCK AUSTRALIA LIMITED
ABN 39 081 678 364

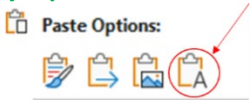
AND

[NAME OF PARTICIPANT]
ABN [ABN]

INTERNAL MLA USE ONLY
Agreement Code: [AGREEMENT CODE]
Agreement Title: UMBRELLA RESEARCH AGREEMENT – [NAME OF PARTICIPANT]

***** Internal MLA note ******

Using Copy and paste shortcuts in this document may carry over incompatible formatting and result in saving errors and template corruption. The copy and paste function must only be used by right-clicking and selecting the 'Keep Text Only' option under the Paste options in Word as set out in this example. Images are to be pasted separately.



The MLA Contracts team will delete this internal note before sending out for signing.

Party Details

Participant

NAME	[NAME OF PARTICIPANT]
ABN	[ABN]
Street Address	[insert]
Postal Address	[insert]
Primary Contact:	
Name	[insert]
Phone	[insert]
Email	[insert]
Administration Contact:	
Name	[insert]
Phone	[insert]
Email	[insert]
Authorised Person (Signatory)*:	
Name	[insert]
Mobile	[insert]
Email	[insert]
**MLA will input this information into the third party platform Adobe Sign to enable electronic signing of contracts with MLA. Please see Adobe's and MLA's privacy policy (for Adobe found at https://www.adobe.com/au/privacy/policies-business/esign.html, for MLA found at www.mla.com.au/general/privacy/) for more details on how they each handle personal information.*	

MDC

MLA DONOR COMPANY LIMITED	
ABN	49 083 304 867
Street Address	Level 1, 40 Mount Street North Sydney NSW 2060
Postal Address	PO Box 1961 North Sydney NSW 2059
Primary Contact:	
Name	[insert]
Phone	[insert]
E-mail	[insert]

Administration Contact:	
Name	Contracts Team
Phone	02 9394 8666
E-mail	contracts@mla.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
Primary Contact:	
Name	[insert]
Phone	[insert]
E-mail	[insert]
Administration Contact:	
Name	Contracts Team
Phone	02 9394 8666
E-mail	contracts@mla.com.au

SIGNED AS AN AGREEMENT

Signed for and on behalf of
MLA DONOR COMPANY LIMITED
by its authorised representative:

.....
Andrew Ferguson
Chief Operating Officer

.....
Date

Signed for and on behalf of
MEAT & LIVESTOCK AUSTRALIA LIMITED
by its authorised representative:

.....
Name
General Manager
Business Unit

.....
Date

Signed for and on behalf of
[NAME OF PARTICIPANT]
by its authorised representative:

……
Signature of Authorised Person

……
Name of Authorised Person

……
Office Held

……
Date

PARTIES

MLA DONOR COMPANY LIMITED ABN 49 083 304 867 of Level 1, 40 Mount Street, North Sydney, New South Wales (**MDC**)

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

[NAME OF PARTICIPANT] ABN [ABN] of [Address] (**Participant**)

Background

A. The parties have agreed to conduct Work on the terms set out in this agreement, including the relevant Statement of Work.

B. The parties acknowledge that the Work will comprise research and development which coincides with the Australian red meat and livestock industry's strategy and that the results of the Works, if successful, will be beneficial to the industry or the broader Australian community.

GENERAL TERMS

1 Definitions and interpretation

Definitions

1.1 Where commencing with a capital letter:

Access Fee means, in relation to each Work and subject to clause 4.5, the administration fee set out in a Statement of Work;

Access Rate means the rate for calculating the Access Fees as set out in the MDC Guidelines, which as at the Effective Date is 8% for the industry levy payer partners and 12% for others;

Agreement has the meaning given to it in clause 2.1.

Agri-Political Activity means any form of 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;

The following activities do not, on their own, constitute Agri-Political Activity:

(e) MLA funding or commissioning research, or publishing a report relating to research in the meat and livestock industry;

(f) MLA making public statements or providing information to the red meat and livestock industry or the government or parliament of the Commonwealth or a State or Territory on matters related to MLA's objects in the proper performance of MLA's functions; or

(g) another person, engaged in Agri-Political Activity or advocacy, using a report or other publication prepared or financed by MLA in accordance with the Statutory Funding Agreement 2025-2034 between MLA and the Australian Government Department of Agriculture, Fisheries and Forestry.

AI Output means any outputs (in any form or medium, including any predictions, recommendations, decisions or a combination of such content) generated by an AI System in connection with the Work;

AI System means an engineered system that is designed to operate with varying levels of autonomy and that generates predictive outputs such as content (including content generated from data patterns), forecasts, recommendations or decisions for a given set of human-defined objectives or parameters without explicit programming;

AMPC means Australian Meat Processor Corporation Ltd ABN 67 082 373 448;

Assets means any asset provided by MLA for the purpose of the Work or acquired by the Participant with the Funds for the purpose of the Work or developed in the course of the Work;

Background IP means Intellectual Property owned, licensed or held by a party and made available by the party for the Work, including any Intellectual Property specified as such in a Statement of Work;

Breeding Values Services means any service which involves estimation of genetic or genomic breeding values for cattle, goat or sheep, including without limitation the service offered which uses the analytical software currently known as BREEDPLAN and OVIS software;

Budget means the budget and cash flow specified in a Statement of Work;

Business Day means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

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, data, financial information and other commercially valuable information of whatever description and in whatever form and, in the case of MLA, includes the MLA Material;

Conflict of Interest Register means a conflict of interest register in the form annexed to this Agreement in Annexure A, specifying all actual, potential or perceived conflicts of interest amongst the Participant, its employees, the Nominated Persons, or the Participant's agents or contractors, in connection with the Work to be conducted by the Participant, as may be provided to MLA from time to time;

Contribution means, in respect of:

(a) the Participant, the monetary contribution to the Work set out in a Statement of Work;

(b) AMPC, the monetary contribution to the Work set out in a Statement of Work (if any);

(c) MDC, the monetary contribution to the Work set out in a Statement of Work; and

(d) MLA, the monetary contribution to the Work set out in a Statement of Work;

Dispose means, in relation to any property, sell, transfer, assign, create any interest over, part with the benefit of or otherwise dispose of the property;

Effective Date means the earlier of the start date in a Statement of Work or the date the last party signs this Agreement;

Eligible Data Breach has the meaning given in Division 2 of Part IIIC of the Privacy Act 1988 (Cth).

Ethics Laws means all laws, regulations and industry codes of practice applicable to the Participant 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;

Final Report means a comprehensive written report detailing the results of the Work;

Funds means the funds allocated in accordance with the Budget;

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Intellectual Property means all patents, patent applications, trade marks, 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;

IP Register means an intellectual property register in the form annexed to this Agreement in Annexure B specifying the owner, type and details of all Background IP and Project IP and any encumbrances or restrictions on use;

MDC Guidelines mean the MLA Donor Company (MDC) background and application guidelines currently at MLA Donor Company | Meat &

Livestock Australia, or any replacement document from time to time;

Milestone means a milestone specified in a Statement of Work;

Milestone Report means a comprehensive written report detailing the progress of the Work 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 Group means Meat & Livestock Australia Limited (ABN 39 081 678 364) and its Related Body Corporate Integrity Systems Company Limited (ABN 34 134 745 038);

MLA Material means all material and information (including AMPC material or information, if any) provided by MLA to the Participant for the purpose of this Agreement;

MLA Policies means the following MLA policies accessible via Policies | Meat & Livestock Australia as at the Effective Date:

(a) privacy policy;

(b) Anti-bribery and Corruption policy and procedures; and

(c) supplier code of conduct,

as may be amended and notified by MLA to the Participant from time to time in accordance with clause 2.3;

MLA's Systems means MLA Group's information technology systems, communication, cloud, data and business application systems, including but limited to MLA Group's Microsoft 365, SharePoint, Dynamics CRM, SAP, Optimizely CMS/CMP, Power BI, ServiceNow and related databases, integrations, and infrastructure;

National Genetics Data Platform means database or network of databases and analytics infrastructure established to store, process and enable access to, in accordance with defined IP rights, data, IP, products and tools relevant to livestock genetics;

Nominated Persons means the persons named in a Statement of Work and such other persons approved in writing by MLA to work on the Work for or on behalf of the Participant;

Ownership Interest means the proportionate ownership interest of each party in Project IP set out in a Statement of Work;

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

Privacy Laws means all applicable privacy laws and regulations including the *Privacy Act 1988* (Cth) and the Australian Privacy Principles;

Project IP means Intellectual Property which is created as part of or arises out of the Work or the Participant's performance of its obligations under this Agreement, including the Reports, other than the copyright in a Thesis;

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

Reports means any Milestone Reports and Final Reports;

Statement of Work means a statement of work substantially in the form annexed to this agreement specifying the Work to be conducted by the Participant (and associated specific terms for the conduct of that Work), as may be executed from time to time.

Student means any students enrolled with the Participant or an agent or subcontractor of the Participant that may work on the Work and whose name and any further details are listed in a Statement of Work (if applicable);

Substantive Use means any use of an AI System in connection with the Work that:

(a) is used to generate, or create, analyse, evaluate, recommend or otherwise materially contribute to or influence the substantive content or output of the Work; or

(b) is otherwise designated by MLA to be Substantive Use for the purposes of this Agreement.

For the avoidance of doubt, Substantive Use does not include the use of an AI System solely for administrative or ancillary purposes that do not affect the substance of the Work, including:

(a) checking spelling, grammar or punctuation;

(b) adjusting formatting, layout or style;

(c) rephrasing or editing of text which does not change the underlying substance and conclusion of the Work; or

(d) routine administrative tasks such as calendar scheduling;

Thesis means a thesis produced by a Student which relates to the Work;

Third Party Participant means a third party who is participating in the Work as set out in a Statement of Work; and

Work means the activities described in a Statement of Work.

Interpretation

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.

1.3 Unless the context otherwise requires a word which denotes:

(a) the singular denotes the plural and vice versa;

(b) a person includes an individual, a body corporate and a government; and

(c) 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.

1.4 A reference to:

(a) any legislation includes any regulation or instrument made under it and any amended, re-enacted or replacement legislation;

(b) any agreement or other document includes that agreement or document as amended or replaced;

(c) payments to a party includes payments to another person on the direction of the party;

(d) money is in Australian dollars unless otherwise stated; and

(e) anything (including any amount) is a reference to the whole and each part, and a reference to a group of persons is a reference to all of them collectively, to any 2 or more collectively and to each individually.

1.5 In this Agreement:

(a) clause headings are for convenience only and do not affect interpretation; and

(b) "includes" is not a word of limitation.

2 Contract Structure

2.1 This agreement consists of the following parts:

(a) these General Terms (which set out the contractual framework under which the Participant will conduct the Work);

(b) completed Statement of Work (which sets out the Work and specific terms associated with the particular Work which the Participant will conduct) as agreed from time to time; and

(c) if applicable, any special conditions to a Statement of Work agreed by the parties, as set out in a Statement of Work,

(together, the "**Agreement**").

2.2 If there is any inconsistency between any of the parts of this Agreement, then:

(a) the General Terms prevail over a Statement of Work; and

(b) any special conditions to a Statement of Work prevail over all other parts of this Agreement to the extent of any inconsistency in respect of the Work described in the relevant Statement of Work.

2.3 MLA will notify the Participant of any material change to the MLA Policies that the Participant must comply with under clause 8.1(c) ("**Change Notice**"). If the change is detrimental to the Participant and the Participant does not agree to the change, the Participant must notify MLA in writing within 30 days of receiving a Change Notice, in which case:

(a) the existing MLA Policies will continue to apply to any current Statements of Work (except for changes which are required to comply with law); and

(b) the updated MLA Policies will apply to any Statements of Work entered into after the date of the Change Notice, unless otherwise agreed between the parties in writing.

PART A – FUNDING

3 Application of Part A

3.1 This Part A applies if a Statement of Work specifies that the Participant will provide its Contributions.

4 Funding

Payment of Contributions

4.1 The Participant must pay its Contribution for the Work to MDC in accordance with the Statement of Work.

4.2 The parties acknowledge that, if AMPC Contributions are specified in the Statement of Work, AMPC will pay its Contribution to MDC in accordance with the Statement of Work.

4.3 MDC must pay the Participant's Contribution, MDC's Contribution and, if specified in a Statement of Work, the AMPC Contribution to MLA.

4.4 MLA must allocate the Contributions paid by MDC under clause 4.3 and its own Contribution in accordance with the Statement of Work to the project account for the purpose of the Work ("**Work Account**").

Access Fee

4.5 The Participant must pay the Access Fee for the Work to MDC in accordance with a Statement of Work. The Participant acknowledges that the Access Fee is equal to the Participant's Contribution times the Access Rate.

4.6 MDC must pay the Access Fee to MLA.

4.7 If the parties agree that the Budget for the Work is to be varied and the Contributions increased, the Participant acknowledges that as a condition of the increase in funding the Participant is to pay an increased Access Fee to MDC which is equal to the Participant's increased Contribution times the Access Rate.

4.8 If the Participant fails to meet a Milestone and the Work is delayed (other than as a result of an event described in clause 29.1), MDC may require the Participant to pay an additional Access Fee as a result of such delay.

5 Funding warranty

5.1 The Participant warrants that any monetary Contribution provided by the Participant is funded either directly from the Participant or from another eligible funding source as set out in the MDC Guidelines.

PART B – CONDUCT OF THE WORK

6 Application of Part B

6.1 This Part B applies if a Statement of Work specifies that the Participant is to conduct all or part of the Work.

7 Appointment

7.1 MLA appoints the Participant to carry out the Work in accordance with the Milestones and the Budget on the terms set out in this Agreement, and the Participant accepts the appointment.

8 Obligations of the Participant

Conduct of the Work

8.1 The Participant must conduct the Work:

(a) in accordance with all relevant laws and regulations and any applicable industry standards or guidelines, including applicable Ethics Laws and any applicable laws regarding AI Systems;

(b) in accordance with the Milestones and the Budget and otherwise in compliance with the Participant's roles and responsibilities set out in a Statement of Work;

(c) in accordance with MLA Policies and all reasonable and lawful directions of MLA from time to time concerning the Work;

(d) to the best of its skill and ability; and

(e) using appropriately qualified, competent and skilled personnel necessary for the proper conduct of the Work.

8.2 Without limiting the Participant's obligations under this clause 8, the Participant must, in conducting the Work:

(a) only apply the Funds and the Assets for the purposes of the Work and in accordance with the Budget and the Milestones;

(b) not vary the Work, the Budget or the Milestones without MLA's prior written consent;

(c) not conduct any activities under the Work if the Participant is required to obtain approvals or licences under applicable Ethics Laws in order to carry out the Work, until that approval or consent has been obtained;

(d) cooperate and regularly liaise with MLA and any consultant engaged by MLA;

(e) not apply the Funds to Agri-Political Activities nor conduct any Agri-Political Activities as part of the Work; and

(f) as requested by MLA, provide reasonable details of the Participant's proposed course of action and strategies, for the purpose of enabling MLA to review the performance of the Participant's obligations under this Agreement.

Assets

8.3 The Participant must, with the Funds, and in accordance with the Budget, purchase the Assets specified in a Statement of Work.

8.4 The Participant will own any Assets:

(a) purchased with the Funds; or

(b) developed by the Participant in the course of the Work,

for the term of the Work.

8.5 The Participant acknowledges that MLA will retain ownership of any Assets it provides.

8.6 The Participant is solely responsible for the safekeeping, maintenance and control of any Assets used for the Work within the Participant's possession or control and for all other costs and liabilities associated with those Assets.

Personal Property Securities

8.7 The Participant acknowledges that the provision of Assets by MLA to the Participant may create a security interest in those assets for the purpose of the *Personal Property Securities Act 2009* (Cth) ("**PPSA**") that is registrable on the Personal Property Securities Register. Upon request by MLA, the

Participant will execute any and all documents requested by MLA to perfect its security interest. If MLA registers its security interest under the PPSA, to the extent permitted under the PPSA:

(a) MLA and the Participant each agree to contract out of the provisions listed in section 115 of the PPSA; and

(b) the Participant waives any rights that it may otherwise have to:

(i) receive any notices that it may otherwise be entitled to receive under sections 95, 118, 121, 130, 132 and 135 of the PPSA, and any other relevant sections of the PPSA; and

(ii) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest that MLA has in an Asset.

8.8 The Participant must not encumber or, subject to clause 8.9, Dispose of any Asset.

Assets post Work

8.9 On the termination of a relevant Statement of Work, or earlier if requested by MLA following completion of the Work, the Participant must on MLA's election:

(a) return to MLA all Assets provided by MLA and assign to MLA, at no cost to MLA, ownership of all other Assets free from all encumbrances;

(b) with the approval of MLA, sell any Assets to any other person on arm's length terms, and disburse to MLA all monies received from the sale of the Asset; or

(c) retain possession of the Asset for use in other projects to be conducted with MLA.

8.10 MLA may, on reasonable notice, enter premises occupied by or under the control of the Participant to take possession of Assets for the purposes of clauses 8.9(a).

Nominated Persons

8.11 The Participant:

(a) must, subject to the terms of this Agreement, cause the Nominated Persons to work on the Work;

(b) undertakes that the Nominated Persons and all persons who assist in carrying out the Work will during the term of this Agreement 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.

8.12 If a Nominated Person ceases to be available during the term of this Agreement, the Participant will notify MLA and may replace such person, provided such replacements are acceptable to MLA.

Students

8.13 If a Student is involved in the Work, the Participant will remain liable for the acts or omissions of the Student as if those acts or omissions were those of the Participant. The Participant agrees it will ensure that:

(a) the Student complies with this Agreement including clauses 19 (**Background IP**) and 24 (**Confidentiality**);

(b) the Student identifies to the Participant any Project IP generated or developed by the Student during the Work;

(c) it will do all things reasonably necessary to ensure that Project IP developed by the Student is owned in accordance with clause 20 (**Project IP**), except for copyright in a Thesis, which will be retained by the Student;

(d) it obtains from the Student any licences required to ensure that the Thesis can be used in the same way as the other Project IP under this Agreement;

(e) it imposes restrictions on the Student in respect of the Thesis to ensure that the Thesis is only used, published or disseminated in accordance with the requirements for the use of the Project IP, and any additional restrictions set out in a Statement of Work (if applicable); and

(f) where any Thesis includes material relating to the Work or its results, it will impose requirements on the Student to comply with the publication process set out in clauses 24.8 to 24.14.

8.14 Notwithstanding any other provision of this Agreement (but subject to the requirements set out in clause 8.13), the parties agree that a Student may include material relating to the Work or its results in a Thesis, which may be made publicly available in accordance with the statutes and regulations of the university where the Student is admitted.

8.15 If any Student ceases to work on the Work, the Participant will notify MLA and may replace such Student, provided such replacement is acceptable to MLA.

Warranty

8.16 The Participant warrants that:

(a) conduct of the Work and use of the Project IP will not infringe any other person's Intellectual Property rights (excluding patent rights);

(b) conduct of the Work and use of the Project IP will not infringe the patent rights of any other person to the best of its knowledge and belief, after due inquiry;

(c) the parties will be entitled to use the Project IP in accordance with this Agreement without the consent of any other person;

(d) it, its employees, the Nominated Persons and its agents and contractors have the necessary experience, skill and ability to properly conduct the Work on the terms set out in this Agreement; and

(e) the Work will be conducted in a professional manner and conform to a standard of competence equal to that normally employed by researchers of good standing for services of a magnitude and nature similar to the Work.

Safety

8.17 The Participant must ensure that:

(a) its activities in carrying out the Work comply; and

(b) any site at which it carries out any part of the Work complies,

with all applicable materials, food, product and consumer safety laws and regulations, all applicable occupational health and safety laws and regulations and all other applicable industry codes of practice and Australian Standards relating to safety.

8.18 Without limiting its obligations under clause 8.17, the Participant must notify MLA of any notifiable incident as defined under the *Work Health and Safety Act 2011* (Cth) involving any person undertaking work as part of the Work.

9 Distribution of Funds

9.1 Subject to clauses 9.2 and 10.1, the parties must make available the Funds and the Assets in accordance with the Budget for the sole purpose of the Work.

9.2 MLA will distribute Funds to the Participant in accordance with a Statement of Work within 30 days of receiving a valid tax invoice for the purpose of the Work provided that:

(a) MLA has accepted and approved the relevant Milestone Report to which the payment relates, and the Participant 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; and

(b) if the Statement of Work specifies that the Participant will provide Contributions to the Work, MLA has received in the Work Account the relevant Contributions, or other monetary contributions relating to the Work owed by Third Party Participants.

Disputed invoices

9.3 If MLA disputes an invoice submitted by the Participant, 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 Participant may not suspend, cancel or vary its conduct of the Work in whole or in part as a result of a disputed invoice.

10 Suspension of Funds

10.1 In addition to its rights under clause 28, MLA may suspend payment of any of the Funds by written notice to the Participant if:

(a) the Participant does not achieve a Milestone – until it has complied with the Milestone Achievement Criteria (as set out in a Statement of Work) and the relevant Milestone is confirmed complete by MLA (acting reasonably);

(b) the Participant is in breach of any of its obligations under this Agreement – until the breach is rectified to the reasonable satisfaction of MLA;

(c) MDC does not receive any Participant Contribution or AMPC Contribution specified in a Statement of Work when due – until those funds are received; or

(d) the Participant does not pay MDC its Access Fee when due – until that fee is received; or

(e) any Third Party Participant does not pay MDC its Access Fee or any other monetary contributions relating to the Work– until those funds are received.

11 Agents and Subcontractors

Engagement & notification

11.1 The Participant may engage any agents or contractors to assist the Participant in any part of the Work. The Participant will promptly notify MLA

in writing of the engagement of any agents or subcontractors (other than those specified in a Statement of Work).

Terms

11.2 If the Participant engages an agent or a contractor to assist the Participant in any part of the Work, the terms of engagement must contain terms requiring the agent or contractor to:

(a) undertake obligations of confidentiality in substantially the same terms as clause 24;

(b) comply with the publication process set out in clauses 20.8 and 24.8 to 24.14;

(c) comply with the MLA Policies;

(d) assign to MLA the Intellectual Property in any materials created under the engagement so that such Intellectual Property will be owned by the parties in accordance with clauses 20.1 and 20.2;

(e) undertake obligations of accurate record keeping in substantially the same terms as clause 12.7; and

(f) maintain such insurance in such amounts as MLA may specify.

11.3 The Participant will remain liable for the acts or omissions of the agent or contractor as if those acts or omissions were those of the Participant.

12 IP Register, Reports, Accounts and Records

IP Register

12.1 The Participant must:

(a) establish and maintain an IP Register in the form annexed to this Agreement;

(b) keep the IP Register accurate and up to date; and

(c) provide a current copy of the IP Register to MLA with each Milestone Report (as described in clause 12.4), and within 7 days of any request by MLA.

12.2 The IP Register must, at a minimum, include the data fields that are contained in the IP Register template annexed to this Agreement, in addition to any other information that MLA reasonably requests.

12.3 MLA may update the template IP Register annexed to this Agreement with 10 day's written notice to the Participant.

Reporting

12.4 The Participant must:

(a) provide MLA with the Milestone Reports and IP Register within 14 days of the achievement of each Milestone and the Final Report and IP Register upon completion of the Work;

(b) ensure that the IP Register, 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;

(c) procure that any individual who appears in a Milestone Report or the Final Report executes a copy of MLA's Image Release Deed provided by MLA to the Participant prior to the relevant Report being provided to MLA;

(d) promptly respond to any request by MLA for an update on the progress of the Work and any other information reasonably requested by MLA from time to time;

(e) keep MLA fully advised of the progress of the Work and, without limiting the foregoing, promptly notify MLA of any matters which may materially affect the Participant's ability to conduct the Work; and

(f) 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 Work at no charge.

12.5 The Final Report must:

(a) be submitted in accordance with MLA's style guide and report guidelines (available at Project reporting templates | Meat & Livestock Australia);

(b) include sections that address all the items in the objectives set out in a Statement of Work;

(c) be supplied in electronic Microsoft Word format;

(d) include any associated material such as spreadsheets, decisions support tools and multimedia either within the Final Report or as separate electronic files;

(e) duly acknowledge participating producer groups, consultant(s) and funding contributors (including the Commonwealth Government), if applicable;

(f) not be published by the Participant except in accordance with the publication process set out in clauses 24.8 to 24.11.

12.6 MLA is committed to demonstrating transparency and communication of its research and development activities to stakeholders and is

entitled to publicly disseminate the Final Report. If the Participant reasonably considers that the Final Report contains its Confidential Information or Project IP which is deemed to be Confidential Information then, if approved in writing in advance by MLA, the Participant will provide separate confidential and non-confidential versions of the Final Report.

Accurate record keeping

12.7 The Participant 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;

(iii) setting out details of any Substantive Use of AI Systems in the course of the Work, including:

(A) the purpose and scope of such AI Systems; and

(B) any data or information collected, processed and stored by such AI Systems; and

(iv) otherwise support the Participant's compliance with its obligations under this Agreement;

(b) permit MLA, at reasonable times and on reasonable notice, through its officers, agents or advisers authorised on its behalf ("**Representatives**"), to examine, inspect and take reasonable copies of any material in the possession of the Participant 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 or any of its Representatives in respect of any inquiry into or concerning the Work or this Agreement.

Audits and investigations

12.8 MLA may arrange for the carrying out of an audit of the books and records of the Participant and the books and records of the Participant's agents and contractors, each as relevant to this Agreement, to ensure compliance with the Participant'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 Participant with the terms of this Agreement, in which case the Participant must promptly reimburse MLA the cost of the audit.

12.9 The Participant must cooperate with MLA, its Representatives or any relevant authorities in the conduct of any investigations relating to the MLA Anti-bribery and Corruption policy and any investigations conducted by the National Anti-Corruption Commission.

Participant to allow access

12.10 The Participant must cooperate with MLA or its Representatives, in the conduct of an audit or investigation and, for that purpose, must:

(a) allow access to the Participant'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 Participant'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.

Term

12.11 The provisions of this clause 12 apply for a period of seven years after the term of this Agreement.

PART C – GENERAL

13 Application of Part C

13.1 This Part C applies to all Participants.

14 Statement of Work

14.1 At any time, the parties may negotiate a new Statement of Work. A Statement of Work will be deemed to incorporate the terms of this Agreement and be binding on the parties when it is executed by all parties.

14.2 The Participant acknowledges that:

(a) MLA is under no obligation to engage the Participant exclusively to conduct the Work, conduct a minimum number or any Works or agree any Statement of Work; and

(b) a Statement of Work may require the Participant to conduct part or all of the Work, and that nothing in this Agreement prevents MLA from appointing a third party to conduct part of the Work.

15 Role of MDC

15.1 MDC appoints MLA as its agent for the purposes of:

(a) receiving any Participant Contribution paid to it under clause 4.1 to 4.4;

(b) managing any Contributions, the Budget and the Work; and

(c) entering into agreements with third parties in relation to the conduct of the Work, and exercising its rights and managing its obligations under such agreements.

16 Third Party Participants

16.1 If a Statement of Work specifies that a third party is to provide contributions and/or conduct all or part of the Work or a particular Milestone, MLA will engage that party (other than where the third party is an agent or subcontractor engaged by the Participant as set out in a Statement of Work).

16.2 The Participant must cooperate and work collaboratively with Third Party Participants and any agents or subcontractors engaged by Third Party Participants, including to ensure Milestones are achieved in accordance with a Statement of Work.

17 General warranties

17.1 The Participant warrants that:

(a) it has full power and authority to enter into and perform its obligations under this Agreement; and

(b) all information included in the Participant's MLA project funding application form in relation to the Work is complete and correct, and is not misleading.

18 GST

18.1 Unless otherwise indicated, amounts stated in this Agreement do not include GST.

18.2 In relation to any GST payable for a taxable supply by a party under this Agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.

18.3 If any party is required under this Agreement to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.

18.4 Terms used in this clause 18 which are defined in the GST Act have the same meaning as in the GST Act.

19 Background IP

Ownership

19.1 Subject to this clause, each party will retain existing rights and interests in its respective Background IP.

Provision

19.2 During the term of this Agreement each party will make available for the Work the Background IP to be provided by it.

19.3 When a party makes Background IP available (other than that Background IP specified in a Statement of Work) the Participant must update the IP Register to include details of that Background IP, including the ownership of it, the right of the party to make it available and details of any encumbrances or restrictions (as notified by MLA, where MLA is the party providing the Background IP). The Participant agrees to provide a copy of the IP Register to MLA in accordance with clauses 12.1 to 12.3.

Warranty

19.4 Each party warrants that:

(a) it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Work;

(b) the use of the Background IP in accordance with this Agreement will not infringe the Intellectual Property rights of any other person (excluding patent rights);

(c) the use of the Background IP in accordance with this Agreement will not infringe any other person's patent rights to the best of its knowledge and belief, after due inquiry;

(d) except to the extent disclosed to the other parties at the time of making it available, the Background IP is unrestricted and unencumbered; and

(e) it will not Dispose of or Commercialise the Background IP (except to the extent required to Commercialise the Project IP) so as to prejudice its use in accordance with this Agreement.

Interest

19.5 No party by virtue of this Agreement obtains any interest in or right to use another party's

Background IP for any other purpose other than in accordance with this Agreement, or as otherwise required to Commercialise the Project IP.

Licence

19.6 Subject to the terms of this Agreement:

(a) the parties; and

(b) subject to clause 11, agents and contractors of the parties,

have a non-exclusive royalty-free right to use each party's Background IP for the purposes of the Work and to the extent required to Commercialise the Project IP (if applicable).

Protection

19.7 Each party must take all reasonable steps to protect the other parties' Background IP (but not including applying for, maintaining, prosecuting or enforcing any form of Intellectual Property rights protection) and must give the party which provided the Background IP prompt notice of any infringement or threatened infringement of that Background IP which comes to its attention.

Third party Intellectual Property

19.8 If the Work requires use of Third party Intellectual Property, the Participant:

(a) agrees to identify that third party Intellectual Property as Background IP in the Statement of Work, and include details of it in the IP Register; and

(b) if any additional Third party Intellectual Property is required after the Work has commenced, must:

(i) notify MLA in writing with appropriate details; and

(ii) obtain the third party's consent to the inclusion of that third party Intellectual Property in the Work; and

(iii) update the IP Register; and

(c) is responsible for obtaining all necessary licences to use that third party Intellectual Property for the purposes of the Work.

20 Project IP

Ownership

20.1 Subject to clause 20.2, any Project IP will be owned by the parties in accordance with the Ownership Interests set out in a Statement of Work.

20.2 MLA owns the copyright in the Reports and the Participant assigns all copyright to MLA as and when it is created.

Licence

20.3 Subject to this Agreement, each party has a nonexclusive royalty free right to use Project IP for the purposes of the Work during the term of the relevant Statement of Work (other than Commercialisation) and perpetually for the purposes of non-commercial internal research and development and (for university Participants) teaching purposes.

20.4 The owner of the Project IP grants the other party any additional licences set out in a Statement of Work (if applicable).

20.5 In addition to the rights and licences under clauses 20.3 and 20.4, MLA will have a non-exclusive, irrevocable, royalty-free right to use Project IP for:

(a) its internal purposes;

(b) to the extent the Project IP includes genetic material and data:

(i) extension, adoption, training and feedback purposes, including (a) publicly reporting estimates of genetic merit that are not yet ready for Commercialisation (such as trial or research breeding values and least square means); and (b) sublicensing the Project IP for those purposes; and

(ii) incorporating and using the Project IP in the Breeding Values Services and any National Genetics Data Platforms and adapting and sublicensing the Project IP for the same purpose; and

(c) reporting to and complying with its obligations to industry bodies, including peak industry bodies, government and government agencies and authorities.

Capturing Project IP

20.6 The Participant must regularly update the IP Register with all information in its possession regarding Project IP which has been developed or is in the process of being developed, and provide a copy of the IP Register to MLA in accordance with clauses 12.1 to 12.3.

20.7 The Participant must ensure that those of its employees, agents and contractors who participate in the Work:

(a) identify Project IP generated or developed by them;

(b) promptly communicate details of Project IP to MLA; and

(c) assign ownership of all Project IP in accordance with the provisions of clause 20.18.

Editing Rights

20.8 The parties agree that MLA may, without the need to seek further consents, abridge, make formatting changes, publish extracts, re-design convert to alternative formats or make similar alterations to any copyright material created in relation to the Work as MLA considers reasonably appropriate.

20.9 For the avoidance of doubt, to the extent MLA seeks to do any act in relation to copyright material created in relation to the Work which would otherwise constitute an infringement of an individual's moral rights, MLA will seek appropriate consents to such act.

Intellectual Property protection

20.10 If MLA considers that a particular development warrants pursuing patent protection, or other form of Intellectual Property protection, MLA will consult with the Participant and, acting reasonably, take into consideration the Participant's input when determining whether to pursue protection.

20.11 If the Participant considers that a particular development warrants pursuing patent protection, or other form of Intellectual Property protection, the Participant may notify MLA and request MLA's consideration of pursuing that protection. MLA will consider any protection requests made by the Participant and, acting reasonably, determine whether to pursue such protection.

20.12 If, after consultation with the Participant in accordance with clauses 20.10 or 20.11, MLA decides to pursue patent protection or any other form of Intellectual Property protection for a particular development, the Participant must provide all reasonable assistance to MLA and if requested apply for, maintain and prosecute that Intellectual Property protection in accordance with the parties' respective Ownership Interests.

20.13 Notwithstanding clause 20.12, the Participant will only be required to apply for, maintain and prosecute relevant Intellectual Property protection if set out in a Statement of Work.

20.14 Each party must give the other prompt notice of any infringement or threatened infringement of Project IP which comes to its notice and MLA may take such action and incur such costs as may be reasonably required to protect the interests of the parties in that Intellectual Property.

20.15 Where any infringement or threatened infringement of the Project IP is alerted to MLA under clause 20.14, MLA will take reasonable steps to consult with the Participant to determine the appropriate action to protect the interests of the parties in the Project IP. MLA will consider in good faith any input from the Participant and, acting reasonably, make a determination with regard to any protective action.

20.16 Costs incurred by the parties under clauses 20.12 and 20.14 must be borne by them in proportion to their respective Ownership Interests unless agreed otherwise.

Assignment

20.17 To the extent any work has commenced on the Work prior to the Effective Date, the Participant assigns all Project IP created before the Effective Date to the parties in accordance with their respective Ownership Interests.

20.18 Where the Participant engages an agent or contractor to work on any part of this Work, the Participant must ensure that the agent or contractor assigns to the parties in accordance with their respective Ownership Interests all Project IP as and when it is created, whether developed prior to the Effective Date, existing as at the Effective Date or created afterwards.

Disposal of Ownership Interest

20.19 No party may Dispose of its Ownership Interest in Project IP without the prior written agreement of the other party (not to be unreasonably withheld).

20.20 Each party that Disposes of its Ownership Interest in Project IP must ensure that the recipient complies with the terms of this Agreement relating to Project IP as if it was a party to this Agreement.

Commercialisation

20.21 Subject to MLA's rights under clause 12.6 to disseminate the Final Report, a party may only Commercialise the Project IP with the prior written consent of the other parties (which must not be unreasonably withheld). Any Commercialisation of Project IP will be subject to a separate commercialisation agreement as agreed between the parties.

21 Intellectual Property indemnity

21.1 The Participant indemnifies MLA against any liability, loss, damage, costs (including legal costs on a solicitor and own client basis) or expense incurred by MLA as a result of:

(a) a breach of the warranty in clause 8.16(a), 8.16(b), 19.4(b) or 19.4(c); and

(b) any Claim brought or made against MLA for infringement of Intellectual Property Rights arising from conduct of the Work or use of the Project IP.

22 Privacy, Data, and AI

Personal Information

22.1 The parties must:

(a) 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 Personal Information, including the Australian Privacy Principles in relation to Personal Information used or collected under or in connection with this Agreement;

(b) not disclose any Personal Information under or in connection with this Agreement to any entities located outside of Australia without the other party's prior written consent; and

(c) ensure that all of its subcontractors or agents comply with this clause 22.1.

22.2 Without limiting clause 22.1:

(a) where the Participant collects Personal Information for or on behalf of MLA, the Participant:

(i) must only use and disclose that information for the purpose for which it is collected; and

(ii) must not publish, disseminate or Commercialise the Personal Information in any way;

(b) in relation to any Personal Information that a party ("**Disclosing Party**") provides to the other party ("**Recipient**") under this Agreement, the Disclosing warrants that it has:

(i) before providing the Personal Information to the Recipient, notified all individuals to whom the Personal Information relates that it will be disclosing their Personal Information to the Recipient for the purposes of the Work and obtained any required consent to such disclosure; and

(ii) where the Recipient is MLA, provided the individuals with the location of where the privacy policy of MLA can be found, which is via Policies | Meat & Livestock Australia /;

(c) in relation to any Personal Information provided to the Recipient by the Disclosing Party under this Agreement, the Disclosing Party must:

(i) only store, use, disclose or otherwise handle the information for the specific purposes for which it was provided to the Recipient under this Agreement; and

(ii) co-operate with any reasonable request or direction of the Disclosing Party which relates to the protection of the information; and

(d) each party must promptly notify the other party of any complaint that it receives concerning the Personal Information under this Agreement.

Use of data

22.3 Without limiting MLA's other rights under this Agreement, the Participant acknowledges that de-identified data collected as part, or in the course, of the Work 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.

Use of AI Systems

22.4 The Participant must not:

(a) Use, input, upload or otherwise share any of MLA's Confidential Information or Personal Information in any AI Systems, including to develop or train models, without MLA's prior written consent.

(b) engage in Substantive Use of any AI System, unless it provides MLA with prior written notice.

22.5 Notwithstanding clause 22.4, the Participant must not incorporate or otherwise rely on any AI Outputs in the course of the Work unless an appropriately qualified, competent and skilled person has reviewed and verified the accuracy and completeness of the AI Output.

22.6 MLA may, in its sole discretion, direct the Participant to:

(a) discontinue the Substantive Use of any AI System; and

(b) permanently delete any AI Outputs generated from such use.

22.7 The Participant must comply with any direction issued under clause 22.6 as soon as practicable, and in any event within 5 Business Days of receipt of the direction.

23 Data security

This clause 23 applies if the Work carried out by the Participant involves the use of or access to MLA's Systems or any Personal Information in addition to the terms which relate to the Work generally.

Data security

23.1 The Participant must:

(a) implement appropriate technical and organisational measures against the unauthorised or unlawful disclosure or processing of Personal Information and any other data provided to the Participant by MLA, or otherwise collected as part, or in the course, of the Work ("**Protected Data**") against accidental loss or destruction of, or damage to, that Protected Data;

(b) inform MLA immediately if the Participant becomes aware or suspects that Protected Data has been disclosed to an unauthorised person; and

(c) on termination of this Agreement or the termination or completion of a Statement of Work for whatever reason, or upon MLA's written request at any time, cease to use or process the Protected Data and return and/or procure the return to MLA of any and all Protected Data in the Participant's possession or control in a machine readable format.

Data breaches

23.2 If there is an actual or suspected misuse or loss of, interference with, unauthorised access to, modification of, or disclosure of Protected Data ("**Data Security Incident**"), the Participant must:

(a) give MLA a written notice setting out the nature of the incident, immediately after becoming aware of the Data Security Incident;

(b) promptly provide all information requested by MLA relating to the Data Security Incident; and

(c) immediately do all things necessary to mitigate the effects of and remediate the Data Security Incident.

23.3 The parties agree and acknowledge that MLA will be solely responsible for determining whether a Data Security Incident is an Eligible Data Breach. If MLA has reasonable grounds to believe the Data Security incident is an Eligible Data Breach, the Participant must, at no additional cost to MLA:

(a) cooperate with and provide all reasonable assistance to MLA to investigate the Data Security Incident;

(b) cooperate with MLA to minimise reputational damage or loss of goodwill, including liaising with MLA prior to communicating with the affected individual(s) to minimise disruption or distress to the individual;

(c) comply with all reasonable directions of MLA in respect of the Data Security Incident;

(d) use reasonable endeavours by taking remedial action to prevent the risk of serious harm to the affected individuals in connection with the Eligible Data Breach and the Participant must keep MLA informed of any remedial action it is taking; and

(e) except where clause 23.4 applies, must not disclose to any third party, including the Office of the Australian Information Commissioner, the existence or circumstances surrounding the incident without obtaining MLA's prior written approval.

23.4 Where the Participant is required under the Privacy Laws to, notify the Office of the Australian Information Commissioner or an individual about an Eligible Data Breach, the Participant agrees to:

(a) provide to MLA a prior copy of any announcements or notifications it intends to make at least 2 Business Days before issuing the notification or making the announcement; and

(b) make any changes to the notifications or announcements as reasonably requested by MLA (provided that those changes would not cause the party to fail to comply with or breach any Privacy Laws).

23.5 For the avoidance of doubt, clauses 23.2 to 23.4 do not preclude MLA from notifying affected individuals or the Office of the Australian Information Commissioner for the purposes of fulfilling its obligations under Privacy Laws.

Data loss

23.6 The Participant must at all times when performing its obligations under this Agreement use appropriate procedures and care to avoid loss or

corruption of data, including Protected Data, including by taking and storing regular off-site back-ups of all Protected Data.

Access to MLA's Systems

23.7 The Participant must:

(a) only access MLA's Systems for the purpose for which MLA provided access;

(b) keep the link, username or password confidential and not allow anyone else to access MLA's Systems using those details;

(c) promptly notify MLA if there is any actual or suspected:

(i) unauthorised use of MLA's Systems including unauthorised use of the Participant's link, username or password;

(ii) misuse, loss of, or interference MLA's Systems or data held on MLA's Systems; and

(iii) unauthorised access, modification or disclosure of data held on MLA's Systems;

(d) not attempt to circumvent the security of MLA's Systems;

(e) not use, disclose or seek to intercept data that MLA does not intend the Participant to access or use; and

(f) not knowingly introduce any malicious or disabling code, virus or similar into MLA's Systems.

Data Security Audit

23.8 MLA may conduct, or require the Participant to conduct a security audit of the Participant's physical premises, quality records, policies, procedures and security measures in place to protect Protected Data to ensure the Participant's compliance with this clause 23 and will do so by providing the Participant at least 7 days' notice, unless MLA reasonably believes that there has been an occurrence of, or there is an actual risk of any accidental or unauthorised access or data breach involving Protected Data and MLA will in such circumstances, provide the Participant with 2 days' notice period where practicable.

23.9 If the results of the security audit indicate that the Participant is not complying with this clause 23, the Participant must immediately take all necessary steps to remedy the non-compliance on being given written notice by MLA.

24 Confidentiality

Confidentiality obligations

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

(a) keep Project IP and the Confidential Information of the other parties confidential;

(b) use and disclose Project IP and the Confidential Information of the other parties only as contemplated by this Agreement; and

(c) prior to disclosure to any person of any Project IP or Confidential Information of another party, ensure that the person is bound by obligations of confidentiality in substantially the same terms as this clause 24.

24.2 The terms of this Agreement are to be treated as Confidential Information disclosed by MLA.

Exclusions

24.3 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;

(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;

(e) the recipient discloses to an employee, agent, contractor or legal or financial adviser of the recipient, on a "need to know" and confidential basis with obligations equivalent to those in this clause 24; and

(f) where the recipient is a Commonwealth, State or Territory entity, the recipient discloses:

(i) in accordance with any Parliamentary or constitutional convention; and

(ii) to any agency, authority, instrumentality, Minister or Officer of a State, Territory or Commonwealth government to whom it is customary for the recipient to disclose such information).

24.4 For the avoidance of doubt, a party's details, the names of researchers working on the Work, the Work title, a project/Work summary (including start dates and completion dates) and the total Funds or Contributions (as relevant) will not be considered to be Confidential Information and may be disclosed by MLA.

Secure access

24.5 The Participant must ensure that Project IP, Confidential Information and MLA Material are only accessed and processed on computer devices owned or controlled by the Participant and within the Participant's managed networks or secure cloud environments approved in writing by MLA. Access via personal or unmanaged devices or networks is prohibited.

24.6 The Participant must implement role-based access controls limiting access to Project IP, Confidential Information and MLA Material strictly to personnel who are required to conduct the Work.

24.7 Without limiting clause 11 (**Agents and Subcontractors**) of this Agreement, the Participant must ensure Students, agents, contractors and any other individual or organisation listed in the IP Register, who may access Project IP, Confidential Information or MLA Material are subject to equivalent obligations to clause 23 (**Data security**) of this Agreement.

Publications and public announcements

24.8 Subject to clause 12.6 and 24.12, each party may publish, disseminate or otherwise communicate any information relating to the Work or its results, provided that prior to publishing, disseminating or communicating any such material, the following process is complied with:

(a) the publishing party must provide a copy of the proposed publication material, together with details of how, when and to whom it is proposed to be published, to the other party for its approval at least 30 days prior to the proposed submission date for publication ("**Approval Period"**), such approval only to be withheld in accordance with clause 24.8(b)(ii);

(b) if, during the Approval Period, the other party requests that the material, or parts of the material, not be published in the form provided, the publishing party will:

(i) where the other party requests that the material be amended to remove any of its Confidential Information, amend the proposed publication material to remove all such Confidential Information, in which case the other party will be deemed to have approved publication of the amended material;

(ii) without limiting any agreed restrictions on publishing a Thesis imposed on a Student in accordance with clause 8.13(e), if requested by the other party, delay publication of the material for a period not exceeding 90 days, to enable appropriate registration of any Intellectual Property rights; and

(iii) where the other party requests that the material be amended to remove any potentially misleading or deceptive material, amend the proposed publication material to amend all such material, in which case the other party will be deemed to have approved publication of the amended material.

24.9 In addition to its rights under clause 24.8(b), where the publishing party is the Participant, MLA may request that the material be amended to remove:

(a) inaccurate or misleading information; or

(b) any other information which is or may reasonably be detrimental to the Australian red meat and livestock industry,

and the Participant must amend the proposed publication material to remove such information, in which case MLA will be deemed to have approved publication of the amended material.

24.10 If a party withholds its approval or requests changes to a proposed publication under clause 24.8(b), it must provide reasons. The party will be deemed to have approved the publication of the proposed material if it does not provide reasons for its decision regarding the approval of the publication within the Approval Period.

24.11 The Participant must ensure that any publication, dissemination or communication permitted under clause 0:

(a) acknowledges the contribution to and support of the Work by MLA in a manner acceptable to MLA and in compliance with MLA's Brand and Writing Style Guidelines (available on request); and

(b) is carried out in consultation with the MLA communications team,

and that the Participant has obtained MLA's prior written approval in relation to all communications material relating to the Work or its results.

24.12 Despite clauses 24.8, 24.9 and 24.11, MLA may publish the following details about the Work without the Participant's consent:

(a) Work title;

(b) Name of Participant;

(c) name of researchers;

(d) a project summary, including start date and completion date; and

(e) total Funds or Contributions (as relevant) for the Work.

24.13 The Participant must direct any queries in relation to its obligations under clauses 24.8 to 24.14 to content@mla.com.au.

24.14 The Participant must ensure that any agents or contractors it engages to assist the Participant in any part of the Work comply with the publication process set out in clauses 24.8 to 24.14.

Termination

24.15 On termination of this Agreement each party must, on request from another party, return all of the other party's Confidential Information.

25 MLA

25.1 Clauses 20.19 and 20.20 (**Disposal of Ownership Interest**), 20.21 (**Commercialisation**) and 24.8 to 24.14 (**Publications and public announcements**) do not apply to MLA if MLA's Ownership Interest in the Project IP is 100%.

26 Material

MLA Material

26.1 The MLA Material remains the property of MLA.

26.2 Subject to clause 26.3 on termination or completion of a Statement of Work, the Participant must immediately on request from MLA return the MLA Material related to that Work and all copies of it to MLA and permanently delete from all computer systems under the control of the Participant all MLA Material which is in electronic form other than MLA Material which is no longer generally accessible to the Participant because it is held in an inactive backup or archival storage or held in email archive.

Legal requirement

26.3 Notwithstanding clause 26.2, the Participant may retain one copy of the MLA Material reasonably necessary for the Participant to comply with any statutory obligation to do so.

Safekeeping

26.4 The Participant is responsible for the safekeeping and maintenance of the MLA Material and must ensure that the MLA Material are used, copied, supplied or reproduced only for the purposes of this Agreement.

27 Insurance

Maintenance

27.1 The Participant will:

(a) at all times during, and for seven years after, the term of this Agreement maintain:

(i) adequate workers' compensation insurance as required by law for its employees;

(ii) professional indemnity insurance for an amount of at least $2 million;

(iii) public and product liability insurance for an amount of at least $10 million;

(iv) such other insurance cover as MLA may from time to time reasonably require; and

(b) maintain and protect from loss or damage and, if required by MLA, insure for their replacement value, all Assets.

Policies

27.2 The Participant will, on each anniversary of the Effective Date or on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 27.1.

Government and statutory bodies

27.3 Clause 27.1(a) does not apply where the Participant is a department or statutory body of the Commonwealth of Australia or an Australian State or Territory and self-insures.

28 Term and termination

Term

28.1 This Agreement commences on the Effective Date and continues, until terminated in accordance with this clause 28.

28.2 A Statement of Work commences on the start date and continues until the completion date, each set

out in the applicable Statement of Work, unless terminated earlier in accordance this clause 28.

Termination by MLA

28.3 MLA may, by providing 30 days written notice to the Participant, terminate this Agreement.

28.4 MLA may terminate this Agreement with immediate effect by notice to the Participant if:

(a) MLA is no longer the declared industry marketing body and/or industry research body for the Australian red meat and livestock industry; or

(b) its funding agreement with the Commonwealth government is terminated.

"Go/No Go" decisions

28.5 MLA may terminate or suspend the Work by notice to the Participant if MLA makes a "No Go" decision.

28.6 If a "Go/No Go" decision point is referred to in a Statement of Work, the Participant:

(a) must not proceed with the Work after that point until MLA notifies a "Go" decision has been made to proceed with the Work after that point; and

(b) acknowledges that it is not entitled to payment for any goods or services provided in breach of paragraph (a).

Termination by Participant

28.7 If the Participant forms an opinion on reasonable grounds that the Work will no longer achieve its objectives or the Work is no longer able to be carried out due to technical issues that have arisen, or for any other reason, the Participant will provide written notice to MLA setting out particulars of that opinion and its recommendation to terminate the relevant Statement of Work. If MLA provides its consent (such consent not to be unreasonably withheld), the Participant may, by 30 days written notice to MLA, terminate the relevant Statement of Work.

Termination for default

28.8 A party may by notice to the other parties terminate this Agreement if:

(a) another party fails, within 14 days after notice from the terminating party, to remedy a breach of its material obligations under this Agreement; or

(b) another party persistently breaches its obligations under this Agreement.

Termination of Statement of Work

28.9 If this Agreement is terminated under this clause 28, any existing Statements of Work will automatically terminate on the date this Agreement is terminated.

28.10 MLA may, by providing 30 days written notice to the Participant, terminate a Statement of Work for the Work.

28.11 For the avoidance of doubt, termination of a Statement of Work does not terminate this Agreement and this Agreement remains in full force and effect.

28.12 A party may by notice to the breaching party terminate a Statement of Work if:

(a) the breaching party fails, within 14 days after receipt of notice from the terminating party, to remedy any breach of its material obligations under a Statement of Work; or

(b) the breaching party persistently breaches its obligations under a Statement of Work; or

28.13 Where MDC is a party to a Statement of Work, MLA may by notice to the Participant terminate a Statement of Work if:

(a) MDC does not receive any Third Party Participant Contribution or AMPC Contribution specified in a Statement of Work; or

(b) any Third Party Participant does not pay MDC its Access Fee or any other monetary contributions relating to the Work when due and that failure continues for 30 days after its due date.

28.14 If any other agreement relating to the Work between MLA and a Third Party Participant is terminated, MLA may:

(a) terminate or suspend performance of all or part of the relevant Statement of Work by notice to the Participant; or

(b) notify the Participant in writing that MLA wishes to vary the scope of the Work, in which case the Participant must negotiate in good faith in relation to such variation.

Consequences of termination

28.15 On termination of this Agreement or the termination or completion of a Statement of Work for any reason, unless otherwise agreed in writing by MLA, if any Funds paid to the Participant remain uncommitted by the Participant, the Participant must promptly repay those Funds to MLA.

28.16 If MLA terminates this Agreement under clauses 28.3 or 28.4 or a Statement of Work under clauses 28.5, 28.10, 28.13 or 28.14, or if the Participant terminates this Agreement under clause 28.8 or 28.12, MLA must, subject to clauses 28.18 and 28.19, pay the Participant the costs reasonably incurred or committed by the Participant in

accordance with the Budget in the period up to the date of termination.

28.17 If notice is given to the Participant to terminate this Agreement under clause 28.8 or a Statement of Work under clause 28.12:

(a) MLA may:

(i) recover any sums paid to the Participant for Work that has not been fulfilled or performed together with interest on such sums calculated from the date those sums were paid to the date of refund;

(ii) reimburse or allow the Participant to retain any uncommitted portion of the Participant's Contribution (if relevant);

(iii) be regarded as discharged from any further obligations under this Agreement or the relevant Statement of Work; and

(iv) pursue any additional or alternative remedies available at law; and

(b) MLA may distribute a portion of Funds set out in a Statement of Work to the Participant for Work performed up to the effective date of termination to a standard acceptable to MLA.

Participant's obligations

28.18 On termination of this Agreement or a Statement of Work, the Participant must immediately discontinue any work on the Work.

28.19 On receipt of notice of termination of this Agreement or a Statement of Work, the Participant must do all things necessary to minimise the incurring of further costs in connection with this Agreement or the relevant Statement of Work.

29 Force Majeure

Event

29.1 If a party ("**Affected Party"**) becomes unable, wholly or in part, by any event beyond its reasonable control, including, in the case of MLA and if MDC is party to this Agreement, MDC, a cessation or reduction of its funding ("**Force Majeure"**) to carry out an obligation placed on it under a Statement of Work, the Affected Party must give to the other parties prompt written notice of:

(a) reasonable particulars of the Force Majeure; and

(b) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

Effect

29.2 Subject to compliance with clause 29.1, the relevant obligation, so far as it is affected by the Force Majeure, will be suspended during but no longer than the term of the Force Majeure. In the case of a cessation or reduction of their funding, MLA or, if relevant, MDC may, by notice to the other parties, terminate the affected Statement of Work.

29.3 The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible (except where MLA or, if relevant, MDC has its funding ceased or reduced). The Affected Party is not required to settle any labour or other dispute creating the Force Majeure on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.

29.4 If a Force Majeure continues for more than 90 days, the unaffected party may, by written notice to the Affected Party, terminate the affected Statement of Work.

30 Dispute resolution

Dealing with disputes

30.1 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.

30.2 If a party requires resolution of a dispute it must do so in accordance with this clause 30 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.

30.3 The existence of a dispute or the commencement of proceedings does not affect the obligations of the parties to continue to perform their obligations under this Agreement.

Resolution by management

30.4 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer or authorised delegate of the other parties.

30.5 If the dispute is not resolved within one (1) month of submission of the dispute to them, or such other time as they agree, clause 30.6 will apply.

Mediation

30.6 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.

30.7 A party may not commence proceedings in respect of the dispute unless the dispute is not settled by mediation within one (1) month of submission to mediation, or such other time as the parties agree.

Urgent relief

30.8 This clause 30 does not apply if either party commences legal proceedings for urgent interlocutory relief.

31 Relationship of the parties

No partnership

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

No holding out

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

Conflict of Interest

31.3 The Participant 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 an activity or business; or

(b) carry on or be involved in any capacity in an activity or business,

which would adversely affect the Participant's ability to carry out the Work in accordance with the terms of this Agreement.

31.4 The Participant must submit a Conflict of Interest Register in the form annexed to this Agreement within 10 Business Days after a Statement of Work is executed or as agreed in writing with MLA, with an entry for each actual, perceived or potential conflict of the Participant, its employees, the Nominated Persons and the Participant's agents and contractors in relation to MLA or the Work.

31.5 Each entry in the Conflict of Interest Register must make full disclosure of all relevant information relating to the actual, perceived or potential conflict, as well as a proposed plan to manage and mitigate the relevant conflict of interest. MLA must notify the Participant in writing whether it, acting reasonably, agrees to, or rejects the mitigation strategy. If MLA rejects the mitigation strategy, the parties must discuss in good faith, and agree to, an appropriate mitigation strategy for the relevant conflict of interest within 10 Business Days, otherwise the Work may be suspended.

31.6 If during the term of the Work, any further actual, perceived or potential conflict arises, the Participant must promptly provide an updated Conflict of Interest Register complying with clause 31.5.

31.7 If the Participant provides an updated Conflict of Interest Register under clause 31.6, any entries which have been previously agreed in their current form do not require reapproval by MLA.

31.8 The Participant must comply with any mitigation strategies agreed under clause 31.5, and is responsible for ensuring that its employees, the Nominated Persons and the Participant's agents and contractors for the Work, comply with such mitigation strategies.

31.9 MLA may update the template Conflict of Interest Register annexed to this Agreement with 10 day's written notice to the Participant.

MLA Group

31.10 MLA may enter into this Agreement on behalf of members of the MLA Group. The parties agree that:

(a) MLA enters into this Agreement on its own behalf and as agent for each member of the MLA Group so that each member of the MLA Group may exercise, enforce and claim the benefit of all rights granted in this Agreement;

(b) MLA may claim and recover any loss suffered by a member of the MLA Group under this Agreement on behalf of that member; and

(c) any breach of MLA's obligations under this Agreement by a member of the MLA Group will be taken to be a breach by MLA.

32 Miscellaneous

Form of notice

32.1 A notice under this Agreement must be in writing and may be given to the addressee by:

(a) delivering it by hand to the address of the addressee;

(b) sending it by pre-paid registered post to the address of the addressee; or

(c) sending it by email to the last notified email address of the addressee.

When notice is received

32.2 A notice is taken to be received:

(a) if delivered by hand, on delivery;

(b) if sent by pre-paid post, on the third Business Day after posting (or, if sent to or

from a place outside Australia, on the seventh Business Day after posting); and

(c) if sent by email, on the date the notice is sent unless the sender receives an automated message that the email has not been delivered.

32.3 If a notice is taken to be received on a day that is not a Business Day or after 5.00 pm in the place of receipt, it is taken to be received at 9.00 am on the next Business Day.

Set off

32.4 MLA may set-off any amount owing by the Participant to MLA against any amount due for payment by MLA to the Participant in connection with this Agreement.

Amendment

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

Assignment

32.6 The Participant may only assign a right under this Agreement with the prior written consent of MLA.

Entire agreement

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

32.8 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.

Further assurance

32.9 Each party must promptly sign all documents and do all things that the other parties from time to time reasonably request to effect, perfect or complete this Agreement and all transactions incidental to it.

32.10 Each party agrees that:

(a) either party may execute this Agreement by applying the signatures of their respective authorised representative to any counterpart electronically; and

(b) neither party will challenge the validity or enforceability of this Agreement on the basis that the signature of the other party's authorised representatives were applied electronically.

Governing law and jurisdiction

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

32.12 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.

Legal costs

32.13 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.

Counterparts

32.14 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument.

Clauses that survive termination

32.15 The rights and obligations of the parties which by their nature are intended to survive termination of this Agreement will survive termination of this Agreement for any reason, including clauses 1 (**Interpretation**), 8.16 (**Warranty**) 12 (**IP Register, Reports, Accounts & Records**), 18 (**GST**), 19 (**Background IP**), 20 (**Project IP**), 21 (**Intellectual Property Indemnity**), 22 (**Privacy, Data, and AI**) and 24 (**Confidentiality**).

33 Trusts

33.1 If the Participant is entering into this Agreement in its capacity as trustee of a trust, the Participant represents and warrants to MLA that:

(a) the trust has been duly established;

(b) the Participant is the only trustee of the trust;

(c) no action has been taken or proposed to remove the Participant as trustee of the trust or to terminate the trust;

(d) the Participant, as trustee of the Trust, has the power under the trust deed to enter into and perform the Participant's obligations under this Agreement and the Participant has entered into this agreement in the Participant's capacity as trustee of the trust;

(e) the Participant has a right to be fully indemnified out of the trust fund in respect of the Participant's obligations under this Agreement, and the trust fund is sufficient to satisfy that right of indemnity;

(f) the Participant has not exercised its powers under the trust deed to release, abandon or restrict any power conferred on it by the trust deed; and

(g) the Participant has carefully considered the purpose of this Agreement and considers that entry into this agreement is for the benefit of the beneficiaries and the terms of this Agreement are fair and reasonable.

33.2 The Participant agrees to exercise the Participant's right of indemnity from the trust fund and the beneficiaries of the trust in respect of the Participant's obligations under this Agreement.

33.3 The Participant agrees to observe the Participant's obligations as trustee of the trust and to ensure that:

(a) the Participant is not removed or replaced as trustee;

(b) the trust is not terminated;

(c) subject to clause 33.5, the trust deed is not varied;

(d) the Participant's right of indemnity from the trust fund is not impaired or restricted in any way;

(e) the Participant's ability to observe the Participant's obligations under this agreement is not impaired or restricted in any way; and

(f) the trust fund is not mixed with other property.

33.4 The Participant agrees to, on request by MLA, provide MLA with copies of the trust deed and any other documents constituting or relating to the trust.

33.5 The Participant agrees to notify MLA of any amendments made to the trust deed, prior to the execution of such amendments.

Schedule A – Statement of Work

SAMPLE – DO NOT COMPLETE

Statement of work
Umbrella research agreement

MEAT & LIVESTOCK AUSTRALIA

[Note: This is an example statement of work template and should be left blank.]

Participant

NAME	[NAME OF PARTICIPANT]
ABN	[ABN]
Street Address	
Postal Address	
Technical Lead:	
Name	
Phone	
Email	
Administration Contact:	
Name	
Phone	
Email	
Finance Contact:	
Name	
Phone	
Email	
Authorised Person (Signatory)*:	
Name	
Phone	
Email	
MLA will input this information into the third party platform Adobe Sign to enable electronic signing of contracts with MLA. Please see Adobe's and MLA's privacy policy (for Adobe found at https://www.adobe.com/au/privacy/policies-business/esign.html, for MLA found at Policies | Meat & Livestock Australia) for more details on how they each handle personal information.	

Participant Purchase Order Number*

** This is only applicable for organisations that require a purchase order number to be noted on any MLA issued invoices.*

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MDC

Select an option to indicate whether this Work is eligible for matching Commonwealth R&D funds:

- ☐ Yes. (MDC is a party to this Statement of Work and details below should be completed.)
- ☐ No. (MDC is not a party to this Statement of Work.)

MLA DONOR COMPANY LIMITED	
ABN	49 083 304 867
Street Address	Level 1, 40 Mount Street North Sydney NSW 2060
Postal Address	PO Box 1961 North Sydney NSW 2059
Technical Lead:	
Name	
Phone	
E-mail	
Administration Contact:	
Name	Contracts Team
Phone	02 9394 8666
E-mail	contracts@mla.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 Lead:	
Name	
Phone	
E-mail	
Administration Contact:	
Name	Contracts Team
Phone	02 9394 8666
E-mail	contracts@mla.com.au

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Name of Agreement	
Date of Agreement	

The Date of Agreement is the date on which the last party signs the Umbrella Research Agreement.

Note: Please use the format '01-Jan-2026' for all dates in this Statement of Work.

This is a Statement of Work under the Umbrella Research Agreement described above which sets out the Work and specific terms associated with the Work which the Participant has agreed to perform.

[Internal MLA note: Please insert a specific start and completion date for the project in the table below. MLA does not accept start date entries that say "Upon Contract Execution". The completion date must be 6 months after the final milestone due date.]

Work Details

Work No.			
Work Title			
Start date		**Completion date**	

Participant Nominated Person(s)

Note: Please list the details of the individuals who are part of the Participant's core project team who will conduct the Work on behalf of the Participant. These individuals are key to the conduct of the Work and require MLA approval to replace.

Contact Name:	
Phone:	
Email:	
Contact Name:	
Phone:	
Email:	
Contact Name:	
Phone:	
Email:	

Purpose and description

Objectives

The Participant will participate in the Work so that the Work achieves the following objective(s) to MLA's reasonable satisfaction:

Participant's role and responsibilities

Select an option to indicate whether the Participant is contributing funds to the Work and/or is involved in conducting the Work:

☐ Participant providing Contributions – Part A applies to the Participant

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☐ Participant is involved in conducting all or part of the Work – Part B applies to the Participant

[Internal MLA note: Please liaise with MLA's IT team when completing the below section on AI.]

Use of AI

☐ No AI will be used by the Participant in the course of the Work

or

☐ AI will be used by the Participant in the course of the Work (see details below):

Note: The Participant only needs to notify MLA of AI use if there is Substantive Use of an AI System (each as defined in the Agreement) in the course of the Work, or if the Participant will use, input, upload or otherwise share any MLA's Confidential Information or Personal Information in any AI Systems, including to develop or train models with consent.

[Internal MLA note: Please ensure that any Confidential Information is clearly articulated in the Specific Confidential Information table below and saved in the restricted Confidential Information folder in the relevant Project site in the Hub.]

AI System	What is the name of the AI System?	
Description	Briefly describe the AI System, including any tools that will use the AI System. Include links to supplementary information on the AI System and any tool if available.	
Purpose	Describe the purpose for which the Participant will use the AI System.	
Substantive Use	Describe any Substantive Use (as defined in the Agreement) of the AI System that the Participant will engage in.	
Confidential and Personal Information	Will MLA's confidential and personal information be used, inputted, uploaded or otherwise shared in the AI System (including being used to develop or train models)?	
Responsible AI Personnel	Which Participant Personnel is responsible for verifying the accuracy and completeness of AI Outputs?	

Additional details about the Work

Provide additional details about the Work which have not already been covered above. This section must not be used to add additional legal terms. Nothing in this section amends any of the other terms in this Agreement.

Third Party Participants

For the purpose of the "Third Party Participants" clauses of the Agreement, the following third parties will also participate in the Work.

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Note: Please list details of any Third party Participants, as defined in the Agreement, that will be engaged by MLA to provide contributions or conduct any part of the Work. If none, please note 'N/A' below. A Third Party Participant is not a third party that is an agent or contractor engaged by the Participant.

Name and ABN/ACN of Third Party Participant	Role in respect of the Work

Agents or subcontractors

Subject to the obligations relating to agents and subcontractors set out in the "Agents and Subcontractors" clauses of the Agreement, the Participant will engage the following agents or subcontractors to conduct a specified part (or parts) of the Work. An agent or subcontractor may conduct a part(s) of the Work for which they are listed as a "Provider" in the "Milestones" table in this Statement of Work. The Participant will notify MLA in writing of any additional agents or subcontractors that it engages after execution of this Statement of Work. **Note**: Please list details of any agents and/or subcontractors that will be engaged by the Participant during the Work. If none, please note 'N/A' below.

[Internal MLA note: To confirm the correct legal name and ACN/ABN of the agent/contractor, search the organisation name or ACN/ABN in the following website: https://abr.business.gov.au/.]

Nominated person of Agent / Subcontractor	Organisation Name including ACN or ABN

[Internal MLA note: Please liaise with MLA's Legal team when completing the below section on Conflict of Interest.]

Conflict of Interest

Note: In accordance with the "Conflict of Interest" clauses in the Agreement, the Participant must complete the conflict of interest register in the form annexed and provide to MLA within 10 Business Days after execution of this Statement of Work or as agreed in writing with MLA. The Participant must provide an updated Conflict of Interest Register to MLA if additional conflicts are identified during the term of this Statement of Work.

[Internal MLA note: Please include any information which either party believes should be specifically called out i.e. anything commercially sensitive such as trade secrets, know how, data, financial information, among other things. Please liaise with MLA's Legal team when completing the below section.]

Specific Confidential Information

Note: Please list description of any Confidential Information that will be provided by either party during the Work. If none, please note 'N/A' below.

MLA	Participant

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[Internal MLA note: Generally, MLA will expect to own the Project IP if it has funded the Project. The ownership share of the Project IP should have been a discussion point at the time of agreeing the Project details with the Participant.]

Ownership Interest

All Intellectual Property in the Reports will be owned by MLA as set out in the "Project IP - Ownership" clause of the Agreement. The remaining Project IP will be owned in accordance with the table below:

Project IP	Company Name	Ownership %
Reports	Meat & Livestock Australia Limited	100
Project IP (except any Reports)		

[Internal MLA note: Any restrictions required in relation to a Thesis will depend on the nature of the Confidential Information or Project IP likely to be used within the Thesis. Please liaise with MLA's Legal team when completing the below section.]

Student Involvement

Select an option to indicate whether any Students are involved in the Work:

- ☐ No Students are involved in the Work
- ☐ Student(s) are involved in the Work

Note: If any Students are involved in the Work, complete the section below.

To protect Confidential Information or Project IP, the Participant agrees to impose the following additional restrictions in any respect to any Thesis (or select N/A if no additional restrictions are required):

- ☐ N/A
- ☐ Agreed time limit restrictions on publishing a Thesis.
- ☐ Examination of a Thesis must be done under a confidentiality agreement signed by the Participant and the examiner.
- ☐ [Insert additional restriction or delete if not applicable]

If known, please enter Students' names who may be involved in the Work:

[Insert student names. If not applicable, note 'N/A'. If student names are not known at the time of execution, insert 'To be provided by the Participant.']

[Internal MLA note: Please liaise with MLA's Legal team when completing the below section.]

Additional Project IP Licences

For the purpose of the "Project IP - Licence" clauses of the Agreement, the owner of the Project IP grants the following additional rights to the other party (or if no additional licence rights are granted, select 'N/A' below):

- ☐ N/A

or

- ☐ perpetual licence for non-commercial internal research and development purposes
- ☐ perpetual licence for teaching purposes
- ☐ extension activities
- ☐ sublicensable to any third party in accordance with the terms of the Participant's licence
- ☐ sublicensable only to [insert name of sublicensee]

or

- ☐ The Participant consents to MLA making the Project IP available via a creative commons licence on MLA's website at https://www.mla.com.au/CC.

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[Internal MLA note: Please liaise with MLA's Legal team when completing the below section.]

Intellectual Property Protection

For the purpose of the "Intellectual Property protection" clauses of the Agreement, the Participant is required to obtain the following forms of Intellectual Property protection:

Note: Please detail any Intellectual Property protections the Participant must obtain for any particular developments (ie patent protection). If none, please note 'N/A' below.

or

☐ N/A

[Internal MLA note: Please liaise with MLA's Commercialisation team when completing the below section. Please ensure the details in each column correspond by number to the correct item of IP.]

Background IP

MLA Background IP and Third Party IP

Note: List IP owned by MLA, and IP owned by a third party and licensed by MLA (including any Third Party Participant engaged directly by MLA, if applicable), that is being provided to the Participant for the Work. If none, please note 'N/A' below. This IP is also to be set out in the IP Register in the form annexed.

IP Type	Specific description of IP (Note: Describe the form in which the IP exists, e.g. if copyright, describe the software, model, report etc; if confidential information, describe the data, know-how, etc. If registered IP, include the registration / application number and date of registration and expiry.)	Licences, Restrictions and Encumbrances on use for the Work and/or Project IP (if any)	Owner of IP (Note: If Background IP is owned by a third party, list the name of the person or organisation who/which provided it)
Patent	1. 2.	1. 2.	1. 2.
Copyright	1. 2.	1. 2.	1. 2.
Other	1. 2.	1. 2.	1. 2.

[Internal MLA note: Please liaise with MLA's Commercialisation team when completing the below section. Please ensure the details in each column correspond by number to the correct item of IP.]

Participant Background IP and Third Party IP

Note: Participant to list all IP owned by them, and IP owned by a third party (including the Participant's permitted agents/ sub-contractors) and licensed by the Participant, that it is providing/using in the Work. If none, please note 'N/A' below. This IP is also to be set out in the IP Register in the form annexed.

IP Type	Specific description of IP (Note: Describe the form in which the IP exists, e.g. if copyright, describe the software, model, report etc; if confidential information, describe the data, know-how, etc. If registered IP, include the registration / application number and date of registration and expiry.)	Licences, Restrictions and Encumbrances on use for the Work and/or Project IP (if any)	Owner of IP (Note: If Background IP is owned by a third party, list the name of the person or organisation who/which provided it)
Patent	1. 2.	1. 2.	1. 2.
Copyright	1. 2.	1. 2.	1. 2.

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Other	1. 2.	1. 2.	1. 2.

[Internal MLA note: Please liaise with MLA's Finance team when completing the below section.]

Assets

Note: Please list and describe any Assets, as defined in the Agreement. If none, please note 'N/A' below. Depreciation rates should be calculated according to the ATO's guide to depreciating assets (current as at the start date).

	Description of Asset	Initial value (ex GST)	Proportion of purchase price comprising Participant or third party contributions	Agreed depreciation rate (p.a.)	Depreciated value (at end of Work) (ex GST)	Buy-back price (ex GST)
Assets to be purchased using the Funds		0.00	0.00		0.00	0.00
		0.00	0.00		0.00	0.00
		0.00	0.00		0.00	0.00
		0.00	0.00		0.00	0.00

Milestones

The parties agree:

(a) to the following Milestones; and

(b) that a Milestone is not achieved until it has complied with the Milestone Achievement Criteria and is confirmed complete by MLA (acting reasonably).

The "Provider" is the party responsible for the Milestone. The Provider may be MLA, the Participant, an agent or subcontractor engaged by the Participant as set out in this Statement of Work, or a Third Party Participant engaged by MLA.

If the Participant is required to obtain approvals or licences under applicable Ethics Laws in order to carry out the Work, then it should be set out in the Milestone Achievement Criteria for the first Milestone and no other work on the Work should commence until that approval or consent has been obtained.

Note: The Start Date for a Milestone must be the day after the Due Date for the previous Milestone (or the Work start date for the first Milestone).

If there is a Go / No Go decision point at the end of a Milestone, you should tick the relevant box at that Milestone (**Go/No Go Decision Milestone**), remove the Milestone number from the row immediately below the Go/No Go Decision Milestone, and set out the following details in that row:

(a) In the "Milestone Achievement Criteria" column – title "Go/No Go decision" and include a description of the criteria required for the decision which is based on the Milestone Achievement Criteria for the Go/No Go Decision Milestone ;

(b) in the "Provider" column – MLA (as the party responsible for the Go/No Go decision); and

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(c) the timeframe in which the decision must be made. The Start Date must be the day after the Due Date for the Go/No Go Decision Milestone. The Start Date for the next Milestone must be after the Due Date for the Go/No Go decision.

Milestone Achievement Criteria		Provider	Start Date	Due Date	Go / No Go Decision point?
1					☐
2					☐
3					☐
4					☐
5					☐
6					☐
7					☐
8					☐

Matching Commonwealth R&D funds (MDC projects)

Note: This section is for MLA's internal purposes only.

Select an option to indicate whether this Work is eligible for matching Commonwealth R&D funds:

☐ Yes (complete the sections regarding contributions and source of funds below)

☐ No (proceed to complete the source of funds below)

Participant's Contributions

Note: Complete this section if Part A of the General Terms applies to the Participant. Invoices should be issued one month before the relevant Milestone Due Date.

Date of Invoice	Milestone	Contribution
		0.00
		0.00
Total Participant Contribution		**AUD 0.00 (GST exclusive)**

Participant's Access Fee

If Part A of the General Terms applies to the Participant, the Participant agrees to pay MDC the Access Fee **Please select an item.**, as detailed below.

Date of Invoice	Access Fee Payment Number	Amount
	1	0.00
	2	0.00
Total Access Fee		**AUD 0.00 (GST exclusive)**

SAMPLE – DO NOT COMPLETE

AMPC's Contributions

Note: If AMPC will not provide funding for the Work, please note 'N/A' below.

Date of Invoice	Description	Amount
Upon statement of work execution	Contribution	0.00
Upon statement of work execution	Access Fee	0.00
Total AMPC Contribution		**AUD 0.00 (GST exclusive)**

Source of Funds

Note: In accordance with the "Funding warranty" clause in the Agreement, the Participant warrants that any monetary Contribution provided by the Participant is funded either directly from the Participant or from another eligible funding source as set out in the MDC Guidelines.

Source	Contribution	Access Fees	Amount
Participant	0.00	0.00	0.00
[insert source or delete if not used]	0.00	0.00	0.00
[insert source or delete if not used]	0.00	0.00	0.00
[insert source or delete if not used]	0.00	0.00	0.00
AMPC	0.00	0.00	0.00
MLA	0.00	0.00	0.00
MDC	0.00	0.00	0.00
Total	**AUD 0.00 (GST exclusive)**	**AUD 0.00 (GST exclusive)**	**AUD 0.00 (GST exclusive)**

Operating Budget

Note: The amounts below should not include the Participant's Access Fee.

Total Budget	Professional fees	0.00
	Operating expenses	0.00
	Assets	0.00

Total Funds	**AUD 0.00 (GST exclusive)**

Cash flow

Note: The Payment Date below should be one month after the relevant Milestone Due Date.

Payment Date	Milestone	Fees	Expenses	Assets	Total
	1	0.00	0.00	0.00	0.00
	2	0.00	0.00	0.00	0.00
	3	0.00	0.00	0.00	0.00
	4	0.00	0.00	0.00	0.00

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Payment Date	Milestone	Fees	Expenses	Assets	Total
	5	0.00	0.00	0.00	0.00
	6	0.00	0.00	0.00	0.00
	7	0.00	0.00	0.00	0.00
	8	0.00	0.00	0.00	0.00
	9	0.00	0.00	0.00	0.00
	10	0.00	0.00	0.00	0.00
TOTAL					**AUD 0.00**

Invoicing

For the purpose of the "Distribution of Funds" clause in the Agreement, the Participant must issue tax invoices for Funds to the MLA Group member selected below:

☐ Integrity Systems Company Limited (ABN 34 134 745 038)

☐ Meat & Livestock Australia Limited (ABN 39 081 678 364)

Invoices must comply with MLA's invoicing requirements available at MLA agreements | Meat & Livestock Australia.

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STATEMENT OF WORK

SIGNED AS AN AGREEMENT

Signed for and on behalf of
MEAT & LIVESTOCK AUSTRALIA LIMITED
by its authorised representative:

.....

[Name]
General Manager
Business Unit

.....
Date

Signed for and on behalf of
MLA DONOR COMPANY LIMITED
by its authorised representative:

.....

Andrew Ferguson
Chief Operating Officer

.....
Date

SAMPLE – DO NOT COMPLETE

Signed for and on behalf of
[NAME OF PARTICIPANT]
by its authorised representative:

……
Signature of Authorised Person

……
Name of Authorised Person

……
Office Held

……
Date

SAMPLE – DO NOT COMPLETE

Schedule A – Project Conflict of Interest Register

[Note: This is an example conflict of interest register template and should be left blank.]

Conflict of Interest Register

Project: [SAP Project Code & Project Title]

*[Internal MLA note: Once the Participant provides MLA with the register, it is the Project Manager's responsibility to liaise with the senior leadership team for approval. Once approval is provided, the Project Manager is responsible for communicating in writing the approval to the Participant, as well as the date of approval. The Project Manager **must also maintain** an internal copy of an up-to-date Conflict of Interest Register which includes the date of approval as well as the name of the MLA employee who approved **each** mitigation strategy.]*

Note: If applicable, Participant to please fill out every column except for final column, unless the row has previously been approved for the same Statement of Work. Where the Participant is providing an updated Conflict of Interest Register, previously approved entries should be included. A new row should be included for each actual, potential or perceived conflict of interest.

Name of individual with conflict	Date interest declared	Expected time frame of the conflict	Nature and extent of the actual, potential or perceived conflict	Plan to manage and mitigate the conflict of interest	MLA approval

SAMPLE – DO NOT COMPLETE

Annexure B – IP Register

[Note: This is an example IP register template and should be left blank.]

Note: The Participant must maintain and update this IP register as needed during the term of the Statement of Work and provide a copy to MLA together with each Milestone Report and the Final Report.

1 Background IP provided/to be provided for the Work

Note: Table of Background IP to be completed prior to commencement of the Work and to be updated during the term of the Statement of Work if any additional Background IP is to be provided by a party. Background IP includes Intellectual Property which is (1) owned by a party; and (2) owned by a third party (including, in the case of the Participant, an approved agent or subcontractor) and licensed by a party, for the purpose of the Work.

At the commencement of the Work, the table should reflect the details of all Background IP set out in the Statement of Work.

	A	B	C	D	E	F	G	H
No	**Date made available to the Work**	**Owner(s) of Background IP** (Note: If Background IP is owned by a third party, list the name of the person or organisation who/which provided it)	**IP type** (Patent; copyright; confidential information (including data); trade mark; PBR; design)	**Name of IP** (e.g. BREEDPLAN, OVIS or BREEDPLAN and OVIS)	**Specific description of Background IP** (Note: Describe the form in which the IP exists, e.g. if copyright, describe the software and version number, model, report etc; if confidential information, describe the data, know-how, etc. If registered IP, include the registration / application number and date of registration and expiry.)	**Intended purpose of the Background IP**	**Licences, encumbrances & restrictions on use for the Work and/or the Project IP**	**Storage location and access controls**
1.								
2.								

SAMPLE – NOT COMPLETE

2 Project IP developed in undertaking the Work

Note: Table of Project IP to be updated during the term of the Statement of Work when each item of Project IP is created. This table must include all Project IP, including all results, data, methods, processes, models, algorithms, software, and any other material produced or developed during the Work.

	A	B	C	D	E	F	G
No	**Date developed and reported**	**IP type** (Patent; copyright; confidential information (including data); trade mark; PBR; design)	**Specific description of IP** (Note: Describe the form in which the IP exists, e.g. if copyright, describe the software (including version), model, report etc; if confidential information, describe the data, know-how, etc. If the parties have applied for registration of the Project IP, include the application number and date of application.)	**Origin (milestone or task)**	**Authors/inventors** (Note: Include name, role and engagement status (employee or agent/contractor)) For each author/inventor, have they signed a document with IP assignment and confidentiality obligations (yes/no, and if yes include description and date of the agreement)	**Contains Background IP (yes/no) and, if yes, description of the Background IP** (Note: Where applicable, this section should align to the relevant item no. in Table 1 above.)	**Storage location and access controls**
1.							
2.							
3.							
4.							
5.							

SAMPLE - DO NOT COMPLETE