

Umbrella consultancy agreement



BETWEEN

**MEAT & LIVESTOCK AUSTRALIA LIMITED
ABN 39 081 678 364**

AND

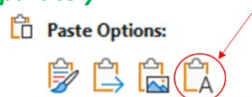
**[LEGAL ENTITY NAME]
ABN [ABN]**

INTERNAL MLA USE ONLY
Agreement Code: [AGREEMENT CODE]
Agreement Title: [AGREEMENT TITLE]

CONFIDENTIAL

**** 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

Consultant

Name	[LEGAL ENTITY NAME]
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 and for MLA found at www.mla.com.au/general/privacy/) for more details on how they each handle personal information.	

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
MEAT & LIVESTOCK AUSTRALIA LIMITED
by its authorised representative:

.....
Name
General Manager
Business Unit

.....
Date

***E-SIGNATURE EXECUTION* - DELETE VERSION WHICH IS
NOT APPLICABLE**

Signed for and on behalf of
[LEGAL ENTITY NAME]
by its authorised representative:

.....
Signature of Authorised Person

.....
Name of Authorised Person

.....
Office Held

.....
Date

***STANDARD EXECUTION* - DELETE VERSION WHICH IS NOT APPLICABLE**

Signed for and on behalf of

[LEGAL ENTITY NAME]

in the presence of:

.....
Signature of Authorised Person

.....
Name of Authorised Person

.....
Office Held

.....
Date

PARTIES

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

[LEGAL ENTITY NAME] [ABN] of [Address] (**Consultant**)

Background

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

GENERAL TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

1.1.1. Where commencing with a capital letter:

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

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

Consultant Background IP means Intellectual Property Rights owned, licensed or held by the Consultant and made available by the Consultant under this Agreement, including but not limited to the Intellectual Property Rights specified in the Statement of Work;

Contract Materials means all materials in whatever form, including designs, artwork, copy, layout, media scripts, documents, software (including source code and object code versions), hardware, reports, models, press releases, social media artwork, social media posts, information, data and business processes, created or developed by the Consultant or its personnel in the performance of the Services (whether or not they were created alone or jointly with MLA);

Conflict of Interest Register means a conflict of interest register in the form annexed to this agreement specifying all actual, potential or perceived conflicts of interest amongst the Consultant, its employees, the Nominated Persons, or the Consultant's agents or contractors, in connection with the Services to be conducted by the

Consultant, as may be provided to MLA from time to time;

Deliverable means any product or deliverable required to be created or provided by the Consultant to MLA under a Statement of Work;

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 Consultant 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 Services.

Force Majeure Event means any event beyond a party's reasonable control, and in the case of MLA, includes the cessation or a reduction in MLA's funding;

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

Harmful Code means any computer program virus or other code that is harmful, destructive, disabling

or which assists in or enables theft or alteration of Protected Data;

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

Milestone means a milestone specified in the Statement of Work;

Milestone Report means a comprehensive written report detailing the progress of the Services 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 Data means all data, information, text, drawings or MLA Material embodied in any electronic or tangible medium which:

- (a) is supplied by MLA to the Consultant under this Agreement;
- (b) may be accessed by or on behalf of the Consultant in the course of performing the Services; or
- (c) is created by the Consultant in the course of supplying the Services and/or a Deliverable and which identifies or relates to MLA;

MLA Group means Meat & Livestock Australia Limited (ABN 39 081 678 364) and its Related Bodies Corporate Integrity Systems Company Limited (ABN 34 134 745 038) and MLA Donor Company Limited (ABN 49 083 304 867);

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

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

- (a) [Privacy Policy](#);
- (b) [Anti-bribery and Corruption Policy](#); and
- (c) [Code of Conduct](#);

as may be amended and notified by MLA to the Consultant from time to time in accordance with clause 2.2;

MLA's Systems means MLA Group's information technology systems, including but not limited to MLA Group's Microsoft SharePoint and CRM, SAP and Optimizely CMS;

Moral Rights has the same meaning given to it as that term is defined in Part IX of the *Copyright Act 1968* (Cth);

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

Open Source Licence means a licence which meets the requirements of the Open Source Definition propagated by the Open Source Institute (www.opensource.org);

Open Source Software means software which is licensed under the terms of an Open Source Licence;

Party Details means the details the parties set out at the start of this Agreement;

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

Project IP means all Intellectual Property Rights brought into existence for the purpose of providing the Services, including the Milestone Reports, Final Report and any Deliverables;

Protected Data means MLA Data, MLA's Confidential Information and any Personal Information provided by MLA to the Consultant;

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

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

Services means the services to be provided by the Consultant under this Agreement, including but not limited to the services specified in the Statement of Work;

Specifications means any specifications set out in a Statement of Work or otherwise agreed between the parties in writing;

Statement of Work means a statement in the form set out in the schedule, specifying Services to be provided by the Consultant (and associated specific terms for the provision of those Services), as may be executed from time to time;

Student means any postgraduate student that may assist the Consultant with the Services and whose name and any further details are listed in the Statement of Work (if applicable); and

Thesis means a thesis produced by a Student which relates to the Services.

- 1.1.2. Where a word or phrase is given a defined meaning another part of speech or other grammatical form

in respect of that word or phrase has a corresponding meaning.

1.2. Presumptions of interpretation

Unless the context otherwise requires a word which denotes:

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

1.3. Successors and assigns

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

2. CONTRACT STRUCTURE

2.1. Agreement parts

2.1.1. This Agreement consists of the following parts:

- (a) these General Terms (which set out the contractual framework under which the Consultant will perform the Services);
- (b) the Statement of Work (which sets out the Services and specific terms associated with the Services which the Consultant will perform as agreed from time to time); and
- (c) if applicable, any special conditions agreed by the parties ("**Special Conditions**"), as set out in this Agreement;
- (d) if applicable, any Special Conditions agreed by the parties, as set out in a Statement of Work.

2.1.2. If there is any inconsistency between any of the parts of this Agreement, then the General Terms prevail over a Statement of Work, and any Special Conditions to the General Terms prevail over all other parts to the extent of any inconsistency. 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 Services the subject of the relevant Statement of Work.

2.2. Changes

2.2.1. MLA will notify the Consultant of any material change to the MLA Policies that the Consultant must comply with under clause 4.1.1(c) ("**Change Notice**"). If the change is detrimental to the Consultant and the Consultant does not agree to the change, the Consultant 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.

3. APPOINTMENT OF THE CONSULTANT

3.1. Appointment

- 3.1.1. MLA appoints the Consultant to provide the Services on the terms set out in this Agreement, and the Consultant accepts the appointment.
- 3.1.2. At any time, the parties may negotiate a new Statement of Work. A Statement of Work will be deemed incorporated into this Agreement and binding on the parties when it is executed by both parties.
- 3.1.3. The Consultant acknowledges that: (a) MLA is under no obligation to acquire Services exclusively or acquire a minimum amount of Services from the Consultant or agree any Statement of Work; and (b) a Statement of Work may require the Consultant to provide part or all of the Services, and that nothing in this Agreement prevents MLA from appointing a third party to provide part or all of the Services.

3.2. Nominated Persons

The Consultant:

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

4. OBLIGATIONS OF THE CONSULTANT

4.1. Conduct of the Services

4.1.1. The Consultant must provide the Services:

- (a) in accordance with all relevant laws and regulations and any applicable industry standards or guidelines relevant to the Services, including applicable Ethics Laws and any applicable laws regarding AI Systems;
- (b) in accordance with the Milestones and the Specifications and otherwise in compliance with the requirements set out in the Statement of Work, including any requirements to provide the Services from specific locations;

- (c) in accordance with the MLA Policies and all reasonable and lawful directions of MLA from time to time concerning the Services;
- (d) with due care and skill and in a professional manner consistent with generally accepted industry best practice.

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

4.1.3. The Consultant must at all times act in the best interests of MLA in providing the Services.

4.2. Conflict of interest

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

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

4.2.2. The Consultant must submit a Conflict of Interest Register 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 Consultant, its employees, the Nominated Persons and the Consultant's agents and contractors in relation to MLA or the Services.

4.2.3. 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 Consultant 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.

4.2.4. If during the term of the Services, any further actual, perceived or potential conflict arises, the Consultant must promptly provide an updated Conflict of Interest Register complying with clause 4.2.3.

4.2.5. If the Consultant provides an updated Conflict of Interest Register under clause 4.2.4, any entries which have been previously agreed in their current form do not require reapproval by MLA.

4.2.6. The Consultant must comply with any mitigation strategies agreed under clause 4.2.3, and is responsible for ensuring that its employees, the Nominated Persons and the Consultant's agents and

contracts for the Services, comply with such mitigation strategies.

4.3. Liaison

The Consultant must:

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

for the purpose of enabling MLA to review the performance of the Consultant's obligations under this Agreement.

4.4. Students

4.4.1. If a Student is involved in providing the Services, the Consultant agrees to ensure that:

- (a) the Student complies with the terms of this Agreement, including clauses 7 (Confidentiality) and 14 (Intellectual Property);
- (b) it will do all things necessary to ensure that Project IP developed by the Student is assigned to MLA in accordance with clause 14.1, except for copyright in a Thesis, which will be retained by the Student;
- (c) 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; and
- (d) 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 Project IP and any supplementary terms set out in the relevant Statement of Work (if applicable).

4.4.2. Notwithstanding any other provision of this agreement (but subject to the requirements set out in clause 4.1.1), 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.

4.4.3. If any Student ceases to be involved in providing the Services, the Consultant will notify MLA and may replace such Student, provided such replacement is deemed acceptable to MLA.

4.5. Safety

4.5.1. The Consultant must ensure that its activities in providing the Services comply 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.

4.5.2. Without limiting its obligations under clause 4.5.1, the Consultant must:

- (a) conduct a risk assessment prior to performing Services under a Statement of Work and, if requested, submit to MLA for its records a Safe Work Method Statement;
- (b) ensure that the Consultant, and all persons performing the Services under the control or direction of the Consultant, are inducted, trained, informed and appropriately supervised during the performance of the Services;
- (c) provide MLA, at MLA's discretion, with access to and copies of such documents and information as may be necessary to establish the Consultant's compliance with its work health and safety obligations under this Agreement; and
- (d) 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 providing the Services.

4.6. Insurance

4.6.1. Unless otherwise agreed as a special condition annexed to a Statement of Work (if applicable), the Consultant must at all times maintain:

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

4.6.2. The Consultant must, on request by MLA:

- (a) obtain and maintain such additional insurance as is reasonable for the industry in which the Consultant operates and the Services are to be performed; and
- (b) produce evidence of the currency of the insurance policies referred to in clause 4.6.1.

4.6.3. Clause 4.6.1 does not apply where the Consultant is a department or statutory body of the Commonwealth of Australia or an Australian State or Territory and self-insures.

4.7. Reporting

4.7.1. The Consultant must:

- (a) provide MLA with the Milestone Reports within 14 days of the achievement of each Milestone and the Final Report upon completion of any Services under a Statement of Work;
- (b) promptly respond to any request by MLA for an update on the progress of the Services and any other information reasonably requested from MLA from time to time;
- (c) keep MLA fully advised of the progress of the Services and, without limiting the foregoing, promptly notify MLA of any matters which may materially affect the Consultant's ability to perform the Services; and
- (d) 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 Services at no charge.

4.7.2. The Final Report must:

- (a) be submitted in accordance with MLA's style guide and report guidelines (available at <http://www.mla.com.au/Research-and-development/Project-reporting-templates>);
- (b) include sections that address all the items in the objectives set out in the Statement of Work;
- (c) be supplied in electronic Microsoft Word format;
- (d) include any associated material such as spreadsheets, decision support tools and multimedia, either within the report or as separate electronic files; and
- (e) duly acknowledge participating producer groups, consultant(s) and funding contributors (including the Commonwealth Government), if applicable.

4.8. Accurate record keeping

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

- (a) keep complete and accurate records that are separate from any other records of the relevant business:
 - (i) setting out details of all work carried out under this Agreement; and
 - (ii) which otherwise support the Consultant'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, to examine, inspect and take reasonable

copies of any such 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 records relating to this Agreement and provide all assistance reasonably requested by MLA in respect of any inquiry into or concerning the Services or this Agreement.

4.9. Audits and investigations

- 4.9.1. MLA may conduct an audit of the Consultant's physical premises, quality records and other documentation relating to this Agreement from time to time to ensure compliance with the Consultant's obligations under this Agreement, by providing the Consultant with at least 7 days' notice.
- 4.9.2. The Consultant 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.
- 4.9.3. The Consultant agrees to allow MLA's personnel access and to fully co-operate with any compliance audit or investigation conducted by MLA.

4.10. Data security audit

- 4.10.1. This clause 4.10 applies if the Consultant has access to MLA's Systems or any Protected Data in the course of providing the Services.
- 4.10.2. MLA may conduct, or require the Consultant to conduct, a security audit of the Consultant's physical premises, quality records, policies, procedures and security measures in place to protect Protected Data to ensure the Consultant compliance with clauses 7, 8 and 10 of the Agreement by providing the Consultant at least 7 days' notice, unless MLA reasonably believes that there has occurred 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 Consultant with two days' notice period where practicable.
- 4.10.3. If the results of the security audit indicate that the Consultant is not complying with clauses 7, 8 or 10 of the Agreement, the Consultant must immediately take all necessary steps to remedy the non-compliance on being given written notice by MLA.

5. FEES AND PAYMENT

5.1. Fees

- 5.1.1. MLA must pay the Consultant for providing the Services the fees specified in the Statement of Work, provided that the Services to which each payment

relates are completed to the reasonable satisfaction of MLA.

- 5.1.2. Unless otherwise specified in the applicable Statement of Work, the Consultant must, after the end of each period or Milestone specified in the Statement of Work and acceptance and approval by MLA of the relevant Milestone Report or Final Report, send to MLA at invoices@mla.com.au in PDF format a correctly rendered tax invoice setting out details of the Services provided, time worked and fees payable in that period, as well as copies of any relevant receipts, in a form acceptable to MLA as set out in MLA's invoicing requirements available at [MLA agreements | Meat & Livestock Australia](#).
- 5.1.3. MLA agrees to pay the Consultant within 30 days of receiving a valid tax invoice.

5.2. Disputed invoices

- 5.2.1. If MLA disputes an invoice submitted by the Consultant, 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.
- 5.2.2. The Consultant may not suspend, cancel or withdraw the provision of the Services in whole or in part as a result of a disputed invoice.

6. GST

- 6.1.1. Unless otherwise indicated, amounts stated in this Agreement do not include GST.
- 6.1.2. 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.
- 6.1.3. 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.
- 6.1.4. Terms used in this clause 6 which are defined in the GST Act have the same meaning as in the GST Act.

7. CONFIDENTIALITY

7.1. Confidentiality obligations

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

- (a) keep the Confidential Information of the other party confidential;

- (b) use and disclose the Confidential Information of the other party only as contemplated by this Agreement; and
- (c) prior to disclosure to any person of any Confidential Information of another party, ensure that the person is bound by obligations of confidentiality in substantially the same terms as this clause 7.

7.2. Exclusions

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

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

8. PRIVACY AND DATA

8.1. Personal Information

8.1.1. The Consultant 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 information including the Australian Privacy Principles;
- (b) not disclose any Personal Information under or in connection with this Agreement to any entities located outside of Australia without MLA's prior written consent; and
- (c) ensure that all of its agents or subcontractors comply with this clause 8.

8.1.2. Without limiting clause 8.1.1:

- (a) where the Consultant collects Personal Information for or on behalf of MLA, the Consultant:
 - (i) must only use and disclose that information for the purpose for which it is collected; and

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

- (b) in relation to any Personal Information that the Consultant provides to MLA under this Agreement, the Consultant warrants that it has:

- (i) before providing the Personal Information to MLA, notified all individuals to whom the Personal Information relates that it will be disclosing their Personal Information to MLA for the purposes of this Agreement and obtained any required consent to such disclosure; and
- (ii) provided the individuals with the location of where the privacy policy of MLA can be found, which is at <https://www.mla.com.au/general/privacy/>;

- (c) in relation to any Personal Information provided to the Consultant by MLA under this Agreement, the Consultant must:

- (i) only store, use, disclose or otherwise handle the information for the specific purposes for which it was provided to the Consultant under this Agreement; and
- (ii) co-operate with any reasonable request or direction of MLA which relates to the protection of the information; and

- (d) the Consultant must promptly notify MLA of any complaint that it receives concerning the Personal Information under this Agreement and comply with any reasonable directions of MLA in relation to such complaint.

8.2. Use of Data

8.2.1. Without limiting MLA's other rights under this Agreement, the Consultant acknowledges that depersonalised aggregated data collected as part, or in the course, of the Services 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 projects undertaken by MLA.

8.2.2. The Participant must not, without MLA's prior written consent, use any AI System to perform or to support the performance of the Services, or use any of MLA's Confidential Information or Personal Information in any AI Systems, including but not limited to use of an AI System to:

- (a) develop or train models;
- (b) develop policies, strategies, documents, images or other content;
- (c) develop original creative works; or
- (d) verify information.

8.3. Data breaches

8.3.1. 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 Consultant 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.

8.3.2. 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 Consultant must, at no additional cost to MLA:

- (a) cooperate with and provide all reasonable assistance 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 relevant individuals in connection with the Eligible Data Breach and must keep MLA informed of any remedial action it is taking; and
- (e) except where clause 8.3.3 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.

8.3.3. Where the Consultant is required under the Privacy Laws to, notify the Office of the Australian Information Commissioner or an individual about an Eligible Data Breach, the Consultant 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).

8.3.4. For the avoidance of doubt, this clause does not preclude MLA from notifying impacted individuals or the Office of the Australian Information Commissioner for the purposes of fulfilling its obligations under Privacy Laws.

9. IT SERVICES

This clause 9 applies if the Services provided by the Consultant include any information technology services or services which involve the development of software or systems for MLA in addition to the terms which relate to Services generally.

9.1. Acceptance Testing

Testing by Consultant

9.1.1. Before delivery to MLA of any Deliverable, the Consultant must test the Deliverable to ensure that it meets the applicable Specifications.

Testing by MLA

9.1.2. Within a reasonable time of delivery to MLA, MLA will carry out acceptance testing of the Deliverable.

9.1.3. The Consultant agrees to provide all reasonable assistance requested by MLA in relation to acceptance testing by MLA.

MLA's notice of acceptance

9.1.4. If, in the reasonable opinion of MLA, the acceptance tests demonstrate that a Deliverable meets the Specifications and any acceptance criteria for that Deliverable, then MLA will issue a notice to the Consultant confirming Acceptance of the Deliverable.

Acceptance test failure

9.1.5. If clause 9.1.4 is not satisfied, or MLA is unable to complete acceptance testing due to the fault of the Consultant or problems relating to the Deliverable, the Deliverable will have failed the acceptance tests and MLA will give the Consultant a notice setting out reasons for the failure and a further date on which the Consultant must resubmit the

corrected Deliverable to MLA to carry out further acceptance tests.

Correction of defects and restart of acceptance tests

- 9.1.6. On receipt of a notice of failure, the Consultant must rectify any issues identified in the notice of failure at its own cost. The Consultant must resubmit the corrected Deliverable to MLA for acceptance tests by the date set out in the notice of failure. MLA will then conduct further acceptance tests.

Further failure of acceptance test

- 9.1.7. If a Deliverable fails the acceptance tests carried out under clause 9.1.6, MLA may, at its option, do any of the following:
- (a) extend the acceptance testing period;
 - (b) issue a notice of failure under clause 9.1.5, in which case clause 9.1.6 and this clause 9.1.7 will apply to a further round of correction and testing;
 - (c) accept the Deliverable or part of it by notice to the Consultant, notwithstanding the failure, for a reduction of the fees set out in the relevant Statement of Work; or
 - (d) if the Deliverable fails acceptance tests carried out under clause 9.1.6 two or more times, reject the Deliverable and terminate the Statement of Work by notice to the Consultant for breach under clause 18.5.5 of this Agreement.

No deemed acceptance

- 9.1.8. For the avoidance of doubt, none of the following will give rise to any deemed acceptance of a Deliverable, nor waive any rights MLA has under clause 9.1 or otherwise:
- (a) MLA's failure to issue a notice of failure;
 - (b) use of a Deliverable outside the testing environment; or
 - (c) MLA's failure to complete acceptance testing during the acceptance testing period.

9.2. Viruses and harmful code

9.2.1. The Consultant must:

- (a) use its best endeavours to ensure that no Harmful Code is introduced into:
 - (i) the software and systems used by the Consultant to provide the Services and any Deliverables;
 - (ii) any Deliverables; or
 - (iii) any software or systems used by MLA in connection with the Services or any Deliverables;

- (b) use current and updated commercially available virus detection software in conformity with the requirements of this Agreement and not less than good industry practice, including real-time scanning;
- (c) if it becomes aware of any Harmful Code being introduced into any software or systems used by the Consultant or MLA or any Deliverables or any malicious attack being made which could affect the Services:
 - (i) immediately report that fact to MLA and provide all information reasonably requested by MLA;
 - (ii) take all necessary remedial action to avoid or the eliminate the Harmful Code or avoid the malicious attack and prevent re-occurrence (including implementing appropriate processes to prevent further occurrences taking measures to quarantine the Harmful Code) and at the Consultant's cost and expense where it is in breach of clause 9.2.1(a); and
 - (iii) mitigate and rectify any consequences of the Harmful Code or the malicious attack at the Consultant's cost and expense where it is in breach of clause 9.2.1(a).

9.3. Embedded third party materials and open source

9.3.1. The Consultant must not:

- (a) without MLA's prior written approval, incorporate Intellectual Property Rights of any third party into a Deliverable or Service, unless it has:
 - (i) secured for MLA the right to use the third party Intellectual Property Rights in the relevant Deliverable or Service; and
 - (ii) verified that MLA has the right to purchase ongoing maintenance and support for such third party Intellectual Property Rights which comprise software on reasonable terms; or
- (b) incorporate any Open Source Software into any Deliverable without the prior approval of MLA, and subject to any conditions notified by MLA. At a minimum, the following conditions will apply:
 - (i) the Consultant must procure a licence to MLA of that Open Source Software under the appropriate Open Source Licence;

- (ii) the Consultant must provide a copy of the Open Source Licence terms for that Open Source Software to MLA;
- (iii) the Consultant must deliver a copy of the source code to that Open Source Software to MLA;
- (iv) the Consultant must ensure that each item of Open Source Software incorporated into, or provided with, a Deliverable is identical to the most recent version of that software made available by the maintainer of that piece of software at the time it is incorporated into, or provided with, that Deliverable, unless otherwise agreed by MLA;
- (v) the Consultant warrants that the Consultant's use or supply of any Open Source Software will not cause Intellectual Property Rights owned by MLA or licensed to MLA by a third party to become subject to any Open Source Licence unless otherwise agreed by MLA;
- (vi) the Consultant must not use or contribute any of MLA's Confidential Information in the course of making modifications to any software the subject of an Open Source Licence or make or purport to make any of MLA's Confidential Information the subject of an Open Source Licence without prior written approval of MLA;
- (vii) the Consultant will not retain any rights over the Deliverables created for MLA using Open Source Software; and
- (viii) without limiting any other rights or remedies, the Consultant must defend, at the Consultant's cost, any claim brought by the owner of the Intellectual Property Rights in the Open Source Software against MLA, to the extent such claim arises out of the Consultant's use of the Open Source Software in breach of the relevant Open Source Licence.

10. DATA SECURITY

This clause 10 applies if the Services provided by the Consultant include any information technology services or services which involve the use of MLA's Systems or Protected Data in addition to the terms which relate to Services generally.

10.1. Data security

10.1.1. The Consultant must:

- (a) implement appropriate technical and organisational measures against the unauthorised or unlawful disclosure or processing of Protected Data and against accidental loss or destruction of, or damage to, the Protected Data (including but not limited to any measures set out in the Specifications);
- (b) not cause or permit the transfer of any Protected Data outside of Australia except with the prior written consent of MLA and in accordance with any additional terms MLA may impose on such transfer;
- (c) inform MLA immediately if the Consultant becomes aware or suspects that Protected Data has been disclosed to an unauthorised person;
- (d) furnish to MLA copies of such security, audit and control reports generated by the Consultant's auditors, if any, as are relevant to the Consultant's custody of Protected Data; and
- (e) on termination or expiry of this Agreement 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 Consultant's possession or control in a machine readable format.

10.2. Data loss

10.2.1. The Consultant 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.

10.3. Access to MLA's Systems

If MLA provides the Consultant with access to MLA's Systems, the Consultant must:

- (a) only access MLA's Systems for the purpose for which MLA provided access;
- (b) comply with any policies notified to the Consultant by MLA in relation to MLA's Systems;
- (c) keep the link, username or password confidential and not allow anyone else to access MLA's Systems using those details;
- (d) promptly notify MLA if there is any actual or suspected:

- (i) unauthorised use of MLA's Systems including unauthorised use of the Consultant's link, username or password;
 - (ii) misuse, loss of, or interference with MLA's Systems or data held on MLA's Systems; and
 - (iii) unauthorised access, modification or disclosure of data held on MLA's Systems;
- (e) not attempt to circumvent the security of MLA's Systems;
 - (f) not use, disclose or seek to intercept data that MLA does not intend the Consultant to access or use; and
 - (g) not knowingly introduce any malicious or disabling code, virus or similar into MLA's Systems.

11. MARKETING SERVICES

This clause 11 applies if the Services provided by the Consultant include marketing, advertising, public relations, corporate affairs or communications services in addition to the terms which relate to Services generally.

11.1. Approvals and authority

- 11.1.1. Without limiting any other rights or remedies MLA may have under this Agreement, the Consultant must, prior to the printing, publication, broadcast, display or communication of any Contract Materials to the public, arranging or reserving media time or entering into production or media contracts, submit the Contract Materials to MLA for written approval along with media schedules and any other information or details reasonably requested by MLA.
- 11.1.2. Approval or disapproval of the Contract Materials under clause 11.1.1 will be at MLA's discretion (acting reasonably). If the Contract Materials are able to be revised, the Consultant must submit revised versions to MLA to be approved in writing in accordance with clause 11.1.1. Any unapproved or disapproved items, or items which are unable to be revised, must not be used by the Consultant in any manner and must be destroyed.
- 11.1.3. MLA's approval of copy and layouts will authorise the Consultant to purchase production materials and prepare proofs and MLA's approval of proofs and media schedules will authorise the Consultant to publish.
- 11.1.4. The Consultant must submit quotations to MLA for approval before engaging any third parties to assist with any marketing, advertising or media services. MLA's written approval of such estimates will authorise the Consultant to make reservations and

contracts for space, time and other facilities under the terms and conditions required by media or suppliers.

12. MARKET RESEARCH SERVICES

This clause 12 applies if the Services provided by the Consultant include market research services in addition to the terms which relate to Services generally.

- 12.1.1. If the Deliverables include market research data which is Consultant Background IP that it licenses to multiple clients (other than as specified in the Statement of Work), the Consultant grants MLA a non-exclusive, perpetual, irrevocable, royalty free licence (including the right to sub-licence) to use the Consultant Background IP for the objectives set out in the Statement of Work.
- 12.1.2. The Consultant must use commercially reasonable efforts to ensure that all market research data in any Deliverables that are provided to MLA complies with the privacy obligations in clause 8.1, is in a format acceptable to MLA as set out in the Statement of Work, is error free and is not misleading and deceptive.

13. PHOTOGRAPHY, VIDEOGRAPHY AND WRITING SERVICES

This clause 13 applies if the Services and, any Deliverables resulting from the Services, provided by the Consultant include photography, videography or writing services in addition to the terms which relate to Services generally.

- 13.1.1. The Consultant acknowledges that MLA intends to use, copy and reproduce the Project IP as MLA sees fit and agrees that if the Project IP incorporates any third party content (such as music or artistic works) the Consultant must ensure that such third party content does not have any restrictions placed on it.
- 13.1.2. The Consultant grants and agrees to procure that its employees grant to MLA written, unconditional and irrevocable consents to any act or omission that would otherwise constitute an infringement of the Moral Rights of the Consultant or its employees in any Project IP, including an acknowledgement that MLA may 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 Services as MLA considers reasonably appropriate.
- 13.1.3. The Consultant must procure that any individual who appears in a Deliverable produced by the Consultant under a Statement of Work executes a copy of MLA's Image Release Deed provided by MLA to the Consultant prior to the Deliverable being made available to MLA.

14. INTELLECTUAL PROPERTY

14.1. Assignment

- 14.1.1. The parties agree that all Intellectual Property Rights in any Project IP will be owned by MLA.
- 14.1.2. The Consultant assigns all Project IP to MLA as and when it is created, whether developed prior to the date of the Statement of Work, existing as at the date of the Statement of Work or created afterwards.
- 14.1.3. Where the Consultant engages an agent or contractor to provide any of the Services, the Consultant must ensure that the agent or contractor assigns to MLA all Project IP as and when it is created.
- 14.1.4. The Consultant agrees to do all things and sign all forms and documents reasonably required by MLA to give effect to this clause 14.1.

14.2. Licence to use

- 14.2.1. If the Services involve the use of any materials or content created by third parties in relation to which it is not economic or possible for the Consultant to provide the assignment under clause 14.1.3, the Consultant must:
 - (a) provide MLA with an estimate for the cost of procuring the rights to use the relevant materials or content and obtain MLA's written consent before incurring any such costs;
 - (b) obtain all necessary approvals, permits, licences and authorisations for MLA to use the relevant materials or content;
 - (c) conduct reasonable due diligence, and where necessary obtain reasonable warranties, regarding the third party's right to license any Intellectual Property Rights subsisting in the relevant materials or content; and
 - (d) clearly identify the relevant materials or content in the Statement of Work and advise MLA of any use limitations prior to providing it to MLA.

14.3. Consultant Background IP

- 14.3.1. If the Consultant makes available any Consultant Background IP as part of the Services (other than as specified in the Statement of Work) it must give a notice to MLA identifying the Consultant Background IP and the ownership of it, and details of any restrictions or encumbrances.
- 14.3.2. The Consultant warrants that it is the owner of, or is otherwise entitled to provide, the Consultant Background IP which it makes available under this Agreement.

- 14.3.3. The Consultant grants MLA a non-exclusive, perpetual, irrevocable, royalty free licence (including the right to sub-licence) to use the Consultant Background IP to the extent required to enable MLA to use the Project IP.

14.4. Licence to the Consultant

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

14.5. Restrictions on use of MLA's logo

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

15. MATERIAL

15.1. MLA Material

The MLA Material remains the property of MLA and, on termination of this Agreement (or earlier on request), the Consultant must promptly return the MLA Material to MLA and permanently delete from all computer systems under the control of the Consultant all MLA Material which is in electronic form other than MLA Material which is no longer generally accessible to the Consultant because it is held in an inactive backup or archival storage or held in email archive.

15.2. Project IP

On termination of this Agreement (or earlier on request), the Consultant must promptly deliver the Project IP to MLA and permanently delete from all computer systems under the control of the Consultant all Project IP which is in electronic form other than Project IP which is no longer generally accessible to the Consultant because it is held in an inactive backup or archival storage or held in email archive.

15.3. Safekeeping

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

16. WARRANTY

The Consultant warrants that:

- (a) it holds all necessary licences, authorisations and consents to provide the Services;

- (b) it, its officers and employees, the Nominated Persons and all agents and contractors have the necessary experience, skill and ability to properly provide the Services on the terms set out in this Agreement;
- (c) the Services will be provided in a professional manner and conform to a standard of competence equal to that normally employed by consultants of good standing for services of a magnitude and nature similar to the Services;
- (d) it will provide the Services in accordance with the Specifications and will comply with all applicable laws;
- (e) all Deliverables are of acceptable quality and free from defects in materials, workmanship and manufacture;
- (f) the provision of the Services will not infringe any other person's Intellectual Property Rights and that MLA will be entitled to use the Project IP and the Consultant Background IP without the consent of any other person and without infringing any other person's Intellectual Property Rights; and
- (g) it is compliant with all workers' compensation insurance requirements, superannuation contributions, employment laws and tax payments for and on behalf of its workers.

17. INDEMNITY AND LIABILITY

17.1. Indemnity by the Consultant

The Consultant 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 16(f);
- (b) any fraud, wilful default, negligent or unlawful act or omission of the Consultant or any of its personnel in connection with this Agreement; and
- (c) the death or injury of any person, or loss or damage to property arising from the performance or non-performance by the Consultant of its obligations under this Agreement.

17.2. Contribution

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

18. TERMINATION AND TERM

18.1. Term

- (a) This Agreement commences on the date the last party signs and continues until terminated in accordance with this clause 18.
- (b) A Statement of Work commences on the start date and continues until the completion date set out in the applicable Statement of Work unless terminated earlier in accordance with clause 18.5.1.

18.2. Notice for Termination

18.2.1. MLA may, on 30 days written notice to the Consultant, terminate this Agreement.

18.2.2. MLA may terminate this Agreement with immediate effect by written notice to the Consultant if:

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

18.3. Go / No Go decisions

18.3.1. MLA may terminate or suspend a Statement of Work by notice to the Consultant if a "No Go" decision is made by MLA.

18.3.2. If a "Go/No Go" decision point is referred to in a Statement of Work, the Consultant:

- (a) must not proceed with the Services after that point until MLA notifies it that MLA has made a "Go" decision to proceed with the Services after that point; and
- (b) acknowledges that it is not entitled to payment for any Services provided in breach of paragraph (a) above.

18.4. Termination for Default

18.4.1. If a party fails, within 14 days after receipt of notice, to remedy any breach of its material obligations under this Agreement; the other party may, by written notice to the breaching party, terminate this Agreement.

18.4.2. If MLA terminates this Agreement under clause 18.4.1 or a Statement of Work under clause 18.5.5, MLA may recover from the Consultant all damages, losses, costs and expenses suffered by MLA (subject to the limitations in clause 17.2).

18.5. Termination of Statement of Work

18.5.1. If this Agreement is terminated under this clause 18, any existing Statements of Work will automatically terminate on the date this Agreement is terminated.

18.5.2. MLA may, on 30 days written notice to the Consultant, terminate a Statement of Work for the Services at any time by written notice to the Consultant.

18.5.3. 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.

18.5.4. If the Services are terminated under clause 18.5.1 after execution has commenced, MLA agrees to pay a pro-rated amount of the fees in the relevant Statement of Work based on the Services provided up to the date of termination (the amount being a percentage of the relevant Services successfully completed up to date of termination), including any third party costs which MLA had agreed to in writing and to which the Consultant is committed at the time that the termination is notified to the Consultant, subject to the Consultant providing evidence of such third party costs being incurred.

18.5.5. If a party fails, within 14 days after receipt of notice, to remedy any breach of its material obligations under a Statement of Work the other party may, by written notice to the breaching party, terminate the Statement of Work.

19. FORCE MAJEURE

19.1. Event

19.1.1. Neither party is liable for any breach of its obligations under this agreement to the extent that the breach resulted from a Force Majeure Event provided that it:

- (a) promptly notifies the other party (with appropriate details); and
- (b) takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.

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

20. DISPUTE RESOLUTION

20.1. Dealing with disputes

20.1.1. Prior to commencing proceedings for a dispute arising out of or in connection with this Agreement ("Dispute"):

- (a) the party claiming that a Dispute has arisen must notify the other party (giving details of the Dispute); and
- (b) within 10 business days after the receipt of a notice under clause 20.1.1(a), senior executives of both parties must meet to

attempt to resolve the Dispute through good faith negotiation for at least 30 days; and

- (c) if the parties are unable to resolve the Dispute under clause 20.1.1(b), the parties must:
 - (i) refer the Dispute to mediation in accordance with the then current Resolution Institute Mediation Rules;
 - (ii) cooperate to enable the mediator to mediate the Dispute within 30 days of the mediator's appointment; and
 - (iii) pay the fees of the mediator in equal proportion.

20.1.2. If the parties are unable to resolve the Dispute under clause 20.1.1(c), any party may, after giving written notice to the other party, commence legal proceedings.

20.1.3. This clause 20 does not apply if either party commences legal proceedings for urgent interlocutory relief.

21. RELATIONSHIP OF THE PARTIES

21.1. No partnership

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

21.2. No holding out

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

21.3. MLA Group

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.

22. SUBCONTRACTORS

22.1. Engagement & Notification

The Consultant may engage any agents or contractors to assist the Consultant in any part of the Services. The Consultant will promptly notify MLA of the engagement of any agents or subcontractors.

22.2. Terms

22.2.1. If the Consultant engages an agent or a contractor to assist the Consultant in providing the Services, 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 7;
- (b) comply with the MLA Policies;
- (c) assign to MLA the Intellectual Property Rights in any Project IP created under the engagement;
- (d) allow MLA to conduct audits of the agent or contractor in accordance with clause 4.8; and
- (e) maintain such insurance in such amounts as MLA may specify.

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

23. ACCESS TO PROPERTY

If the Consultant wishes to access the property of producer or third party in order to collect sample and data for the Project, it must enter into a separate site access agreement on terms approved by MLA.

24. MISCELLANEOUS

24.1. Notices

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

- (a) delivering it to the address of the addressee;
- (b) sending it by pre-paid registered post to the address of the addressee; or
- (c) sending it by electronic mail to the last notified email address of the addressee, specified in the Party Details.

24.1.2. A notice will be deemed to have been received:

- (a) if delivered in person, on receipt;
- (b) if sent by pre-paid registered post, three (3) business days after the notice is sent; or
- (c) if sent by electronic mail, within 4 hours of being sent, unless the sender receives notification that the electronic mail has not been delivered.

24.2. Inconsistencies

If a clause which specifically deals with a subject matter applying to specific types of services in these General Terms is inconsistent with a clause that applies more generally to all types of services in these General Terms, the clause containing terms specific to the particular subject matter will prevail to the extent of any inconsistency.

24.3. Amendment

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

24.4. Assignment

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

24.4.2. For the purposes of clause 24.4.1, the Consultant is deemed to have assigned its rights under this Agreement if the management or control of the Consultant is transferred to any person other than those persons who manage or control the Consultant as at the date of this Agreement.

24.5. Entire agreement

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

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

24.6. Further assurance

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

24.6.2. The Consultant agrees that:

- (a) either party may execute this Agreement by applying the signatures of its respective authorised representatives to any counterpart electronically; and
- (b) the Consultant will not challenge the validity or enforceability of this Agreement on the basis that the signatures of MLA's authorised representatives were applied electronically.

24.6.3. The Consultant acknowledges that MLA may retain only an electronic version of this Agreement executed by the parties.

24.7. Governing law and jurisdiction

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

24.7.2. Each party:

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

24.8. Counterparts

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

24.9. Clauses that survive termination

The rights and obligations of the parties which by their nature are intended to survive termination of this Agreement will survive the expiry or termination of this Agreement for any reason.

25. TRUSTS

25.1. Consultant Trust Warranties

25.1.1. If the Consultant is entering into this Agreement in its capacity as trustee of the trust, the Consultant represents and warrants to MLA that:

- (a) the trust has been duly established;
- (b) the Consultant is the only trustee of the trust;
- (c) no action has been taken or proposed to remove the Consultant as trustee of the trust or to terminate the trust;
- (d) the Consultant, as trustee of the Trust, has the power under the trust deed to enter into and perform the Consultant's obligations under this Agreement and the Consultant has entered into this agreement in the Consultant's capacity as trustee of the trust;
- (e) the Consultant has a right to be fully indemnified out of the trust fund in respect of the Consultant's obligations under this Agreement, and the trust fund is sufficient to satisfy that right of indemnity;
- (f) the Consultant 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 Consultant 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.

25.2. Right of Indemnity

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

25.3. Obligations as Trustee

25.3.1. The Consultant agrees to observe the Consultant's obligations as trustee of the trust and to ensure that:

- (a) the Consultant is not removed or replaced as trustee;
- (b) the trust is not terminated or the trust deed varied;
- (c) the Consultant's right of indemnity from the trust fund is not impaired or restricted in any way;
- (d) the Consultant's ability to observe the Consultant's obligations under this agreement is not impaired or restricted in any way; and
- (e) the trust fund is not mixed with other property.

25.4. Provision of Trust Documents

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

25.5. Notification of Amendments

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

Schedule A – Statement of Work

Statement of work

Umbrella consultancy agreement



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

Consultant

NAME	[LEGAL ENTITY NAME]
ABN	[ABN]
Street Address	
Postal Address	
Project Leader:	
Name	
Phone	
Email	
Administration Contact:	
Name	
Phone	
Email	
Finance Contact:	
Name	
Phone	
Email	
Authorised Person (Signatory)*:	
Name	
Mobile	
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, and for MLA found at www.mla.com.au/general/privacy/ for more details on how they each handle personal information.	

Consultant Purchase Order Number*

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

--

MLA

MEAT & LIVESTOCK AUSTRALIA LIMITED	
ABN	39 081 678 364
Street Address	Level 1, 40 Mount Street North Sydney NSW 2060
Postal Address	PO Box 1961 North Sydney NSW 2059
Technical Details:	
Name	
Phone	
E-mail	
Administration Contact:	
Name	Contracts Team
Phone	02 9394 8666
E-mail	contracts@mla.com.au

Name of Agreement	
Date of Agreement	

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

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

[Internal MLA note: Please insert specific start and completion dates for the project in the table below. MLA does not accept entries that say "Upon Contract Execution".]

Project Details

Project No.			
Project Title			
Start date		Completion date	

Purpose and description

--

Objectives

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

--

Additional details about the Services

Provide additional details about the Services. This section must not be used to add additional legal terms. Nothing in this section amends any of the other terms in this Agreement.

--

Deliverables

--

Location at which Services will be performed

[Select from the drop down menu]

Agents or subcontractors

Subject to the obligations relating to agents and subcontractors, MLA consents to the engagement of the following agents or subcontractors. The Consultant will notify MLA in writing of any additional agents or subcontractors that it engaged after the execution of this Agreement.

Name of Agent / Subcontractor	Organisation Name including ACN or ABN

Consultant Nominated Person(s)

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

Conflict of Interest

Note: In accordance with clauses 4.2.2 and 4.2.3, the Consultant must complete the Conflict of Interest Register and provide to MLA within 10 business days after execution of this Statement of Work or as agreed in writing with MLA. The Consultant must provide an updated Conflict of Interest Register to MLA in accordance with clause 4.2.4 if additional conflicts are identified.

[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 Project:

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

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

To protect Confidential Information or Project IP, the Consultant 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 Consultant and the examiner.
- ☐ [Insert additional restriction or delete if not applicable]

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

[Insert student names]

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

Consultant Background IP

Note: Consultant to list all IP owned or licensed by them (and its permitted agents/ sub-contractors) that it is providing/using in the Project. If none, please note 'N/A' below.

IP Type	Description	Licences & Encumbrances (if any)	Owner
Patent	1.		
	2.		
Copyright	1.		

	2.		
Other	1. 2.		

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

Third Party IP

Note: Consultant to list all IP owned by a third party that it is providing/using in the Project. If none, please note 'N/A' below.

IP Type	Description	Licences & Encumbrances (if any)	Owner
Patent	1. 2.		
Copyright	1. 2.		
Other	1. 2.		

Milestones

The parties agree:

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

Note: If there is a Go / No Go decision point at the end of a Milestone, you should tick the relevant box below and the following should be set out in the Milestone Achievement Criteria (together with the description of and criteria for achievement of the relevant Milestone):

- (a) criteria or information required for the Go / No Go decision; and
- (b) the timeframe in which the Go / No Go decision must be made.

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

Milestone Achievement Criteria		Start Date	Due Date	Go / No Go decision point?
9				☐
10				☐

Fees and payment (exclusive of GST)

***PER-DIEM CONTRACT* - DELETE VERSION WHICH IS NOT APPLICABLE**

[Internal MLA note: Complete this section if the Consultant is engaged to provide Services for a specified period of time or number of days at a daily rate. For example, this approach may be appropriate where the Consultant is engaged to perform a role rather to deliver a project or outcome.]

Total Funds:	0.00	(GST exclusive)
Daily rate:	0.00	
Number of days:	0.00	

Cash flow

Nominated Person	Daily rate	Max days	Max fees	Max expenses	Total
	0.00	0.00	0.00	0.00	0.00
TOTAL					AUD 0.00

Each invoice must specify:

- MLA's project number on the front page of this Agreement;
- total number of days worked to which the invoice relates and an analysis of these days with reference to the activities undertaken; and
- all expenses incurred during this time (as described below)

Fees: The daily rate includes professional services of the Consultant, provision of office facilities, electricity, clerical/secretarial services, indirect costs (overheads), and local phone calls. It does not include STD phone calls, postage and clerical services for large printing jobs that require out-sourcing. These charges are to be invoiced separately, as described below.

Expenses: Original suppliers' invoices (or equivalent) will be required to support individual expense items above \$20. MLA approval is required before any commitment to individual items of over \$500. MLA will reimburse airfares for approved travel at a level not exceeding current economy class rates.

***PERFORMANCE BASED* - DELETE VERSION WHICH IS NOT APPLICABLE**

[Internal MLA note: Complete this section if the Consultant is engaged to deliver a project or specified outcomes and payment is tied to those outcomes.]

Total Budget	Professional fees	0.00
	Operating expenses	0.00
	Capital	0.00
Total Funds		AUD 0.00 (GST exclusive)

Cash flow

Payment Date	Milestone	Fees	Expenses	Capital	Total
30 days after contract execution	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
	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
TOTAL					AUD 0.00

Invoicing

For the purpose of clause 5.1.2 of the terms, the Consultant must issue tax invoices for funds to the MLA Group 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 www.mla.com.au/about-mla/mla-agreements.

STATEMENT OF WORK

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

.....
Name
[Insert Title]

.....
Date

***E-SIGNATURE EXECUTION*- DELETE VERSION WHICH IS NOT APPLICABLE**

Signed for and on behalf of
[LEGAL ENTITY NAME]
by its authorised representative:

.....
Signature of Authorised Person

.....
Name of Authorised Person

.....
Office Held

.....
Date

***STANDARD EXECUTION* - DELETE VERSION WHICH IS NOT APPLICABLE**

Signed for and on behalf of
[LEGAL ENTITY NAME]
in the presence of:

.....
Signature of witness

.....
Name of witness

.....
Signature of Authorised Person

.....
Name of Authorised Person

.....
Office Held

.....
Date

Schedule B – 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 Consultant provides MLA with this completed 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 Consultant, 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 name of the MLA employee who approved **each** mitigation strategy.]*

Note: Consultant 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 Consultant is providing an updated Conflict of Interest Register under clause 4.2.4, 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 of the party	MLA approval