

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]

PROJECT NO. Click or tap here to enter text.

*Click or tap here to enter text.*

**Party Details**

**Participant**

|  |  |
| --- | --- |
| **Name** | [Name of Participant] |
| **ABN** | [ABN] |
| **Street Address** | Click or tap here to enter text. |
| **Postal Address** | Click or tap here to enter text. |
| **Project Leader:** |
| **Name** | Click or tap here to enter text. |
| **Phone** | Click or tap here to enter text. |
| **Email** | Click or tap here to enter text. |
| **Administration Contract:** |
| **Name** | Click or tap here to enter text. |
| **Phone** | Click or tap here to enter text. |
| **Email** | Click or tap here to enter text. |
| **Authorised Person (Signatory)\*:** |
| **Name** | Click or tap here to enter text. |
| **Phone** | Click or tap here to enter text. |
| **Email** | Click or tap here to enter text. |
| *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 or ISC’s (as applicable) privacy policy (for Adobe found at* [*https://www.adobe.com/au/privacy/policies-business/esign.html*](https://www.adobe.com/au/privacy/policies-business/esign.html)*, for MLA found at* [*www.mla.com.au/general/privacy/*](http://www.mla.com.au/general/privacy/) *and for ISC found at* [*www.integritysystems.com.au/privacy-website/*](http://www.integritysystems.com.au/privacy-website/) *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  |
| **Technical Details:**  |
| **Name** | Click or tap here to enter text. |
| **Phone** | Click or tap here to enter text. |
| **E-mail** | Click or tap here to enter text. |
| **Administration Contact:** |
| **Name** | Click or tap here to enter text. |
| **Phone** | Click or tap here to enter text. |
| **E-mail** | Click or tap here to enter text. |

**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** | Click or tap here to enter text. |
| **Phone** | Click or tap here to enter text. |
| **E-mail** | Click or tap here to enter text. |
| **Administration Contact:** |
| **Name** | Click or tap here to enter text. |
| **Phone** | Click or tap here to enter text. |
| **E-mail** | Click or tap here to enter text. |

SIGNED AS AN AGREEMENT

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

Signed for and on behalf of

**MLA DONOR COMPANY LIMITED**

in the presence of:

|  |  |
| --- | --- |
| ……………………………………………Signature of witness | ……………………………………………**Name****Director** |
| ……………………………………………Name of witness | ……………………………………………**Date** |

Signed for and on behalf of

**MEAT & LIVESTOCK AUSTRALIA LIMITED**

in the presence of:

|  |  |
| --- | --- |
| ……………………………………………Signature of witness | {{Sig\_es\_:signer2:signature}}……………………………………………**Name****General Manager** |
| ……………………………………………Name of witness | ……………………………………………**Date** |

Signed for and on behalf of

**[Name of Participant]**

in the presence of:

|  |  |
| --- | --- |
| ……………………………………………Signature of witness | ……………………………………………Signature of Authorised Person |
| ……………………………………………Name of witness | ……………………………………………Name of Authorised Person |
|  | ……………………………………………Office Held |
|  | ……………………………………………Date |

SIGNED AS AN AGREEMENT

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

Signed for and on behalf of

**MLA DONOR COMPANY LIMITED**

by its authorised representative:

|  |  |
| --- | --- |
|  | {{Sig\_es\_:signer3:signature}}……………………………………………**[Name]****Director** |
|  | {{Dte\_es\_:signer3:date}}……………………………………………Date |

Signed for and on behalf of

**MEAT & LIVESTOCK AUSTRALIA LIMITED**

by its authorised representative:

|  |  |
| --- | --- |
|  | {{Sig\_es\_:signer2:signature}}……………………………………………**[Name]****General Manager**  |
|  | {{Dte\_es\_:signer2:date}}……………………………………………Date |

Signed for and on behalf of

**[Name of Participant]**

by its authorised representative:

|  |  |
| --- | --- |
|  | {{Sig\_es\_:signer1:signature}}……………………………………………Signature of Authorised Person |
|  | {{N\_es\_:signer1:fullname}}……………………………………………Name of Authorised Person |
|  | {{Ttl1\_es\_:signer1:title}}……………………………………………Office Held |
|  | {{Dte\_es\_:signer1:date}}……………………………………………Date |

**SCHEDULE**

**Project Details**

|  |  |
| --- | --- |
| **Project No.** | Click or tap here to enter text. |
| **Project Title** | Click or tap here to enter text. |
| **Start date** | Click or tap to enter a date. | **Completion date** | Click or tap to enter a date. |

**Purpose and description**

|  |
| --- |
| Click or tap here to enter text. |

**Objectives**

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

|  |
| --- |
| Click or tap here to enter text. |

**Participant’s role and responsibilities**

|  |
| --- |
| Click or tap here to enter text. |

**Additional details**

|  |
| --- |
| Click or tap here to enter text. |

**Third Party Participants**

The following parties, as defined in clause 13, will also participate in the Project.

|  |  |
| --- | --- |
| **Name of Third Party Participant**  | **Role**  |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

**Agents or subcontractors**

Subject to the obligations relating to agents and subcontractors set out in clause 8 of this Agreement, the Participant will engage the following agents or subcontractors to conduct a specified part (or parts) of the Project. An agent/subcontractor may conduct a part(s) of the Project for which they are listed as a “Provider” in the “Milestones, Deliverables and Payments Table” in this Schedule. The Participant will notify MLA in writing of any additional agents or subcontractors that it engages after execution of this Agreement.

|  |  |
| --- | --- |
| **Name of Agent / Subcontractor** | **Organisation Name including ACN or ABN** |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

**Participant Nominated Person(s)**

|  |  |
| --- | --- |
| **Contact Name:** | Click or tap here to enter text. |
| **Phone:** | Click or tap here to enter text. |
| **Email:** | Click or tap here to enter text. |
| **Contact Name:** | Click or tap here to enter text. |
| **Phone:** | Click or tap here to enter text. |
| **Email:** | Click or tap here to enter text. |
| **Contact Name:** | Click or tap here to enter text. |
| **Phone:** | Click or tap here to enter text. |
| **Email:** | Click or tap here to enter text. |

**Specific Confidential Information**

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

|  |  |
| --- | --- |
| **MLA** | **Participant** |
| Click or tap here to enter text. | Click or tap here to enter text. |

**Ownership Interest**

All Intellectual Property in the Reports will be owned by MLA as set out under clause 18.2 of the terms. 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) | Click or tap here to enter text. | Click or tap here to enter text. |

**Background IP**

**MLA Background IP**

**Note**: List IP owned or licensed by MLA that is being provided to the Participant for the Project. If none, please note ‘N/A’ below.

|  |  |  |  |
| --- | --- | --- | --- |
| **IP Type** | **Description** | **Licences & Encumbrances (if any)** | **Owner** |
| **Patent** | 1. Click or tap here to enter text.
2. Click or tap here to enter text.
 | Click or tap here to enter text. | Click or tap here to enter text. |
| **Copyright** | 1. Click or tap here to enter text.
2. Click or tap here to enter text.
 | Click or tap here to enter text. | Click or tap here to enter text. |
| **Other** | 1. Click or tap here to enter text.
2. Click or tap here to enter text.
 | Click or tap here to enter text. | Click or tap here to enter text. |

**Participant Background IP**

**Note**: Participant 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. Click or tap here to enter text.
2. Click or tap here to enter text.
 | Click or tap here to enter text. | Click or tap here to enter text. |
| **Copyright** | 1. Click or tap here to enter text.
2. Click or tap here to enter text.
 | Click or tap here to enter text. | Click or tap here to enter text. |
| **Other** | 1. Click or tap here to enter text.
2. Click or tap here to enter text.
 | Click or tap here to enter text. | Click or tap here to enter text. |

**Assets**

**Note**: Please list any Assets that will be provided by either party during the Project. If none, please note ‘N/A’ below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Assets to be purchased using the Funds** | **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 Project) (ex GST)** | **Buy-back price (ex GST)** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Milestones**

The parties agree:

(a) to the following milestones; and

(b) a Milestone is not achieved unless it is completed to MLA's reasonable satisfaction.

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 schedule, 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 Project, then it should be set out as the first Milestone and no other work on the Project should commence until that approval or consent has been obtained.

**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 decision; and

(b) the timeframe in which the decision must be made.

Go / No Go decisions are only to be made by MLA and Participants which provide monetary Contributions to the Project.

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

**Participant’s Contributions**

**Note:** If the Participant will not provide funding for the Project, please note ‘N/A’ below.

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

**Project Access Fee**

The Participant agrees to pay MDC the Project Access Fee **Please select an item.**, as detailed below.

|  |  |  |
| --- | --- | --- |
| **Date of Invoice** | **Project Access Fee** | **Amount** |
|  |  | 0.00 |
|  |  | 0.00 |
| **Total Project Access Fee** |  | **AUD 0.00 (GST exclusive)** |

**AMPC’s Contributions**

**Note:** If AMPC will not provide funding for the Project, please note ‘N/A’ below.

|  |  |  |
| --- | --- | --- |
| **Date of Invoice** | **Description** | **Amount** |
| Upon contract execution | Contribution | 0.00 |
| Upon contract execution | Access Fee | 0.00 |
| **Total AMPC Contribution** |  | **AUD 0.00 (GST exclusive)** |

**Source of Funds**

|  |  |  |
| --- | --- | --- |
| **Source** | **Contribution** | **Amount** |
| Participant  |  | 0.00 |
| Click or tap here to enter text. |  | 0.00 |
| Click or tap here to enter text. |  | 0.00 |
| Click or tap here to enter text. |  | 0.00 |
| AMPC |  | 0.00 |
| MLA |  | 0.00 |
| MDC |  | 0.00 |
| **Total**  |  | **AUD 0.00 (GST exclusive)** |

**Budget**

|  |  |  |  |
| --- | --- | --- | --- |
| **Total Budget** | Professional fees | 0.00 |  |
|  | Operating expenses | 0.00 |  |
|  | Capital | 0.00 |  |
|  |  |  |  |
| **Total Funds**  | **AU 0.00 (GST exclusive)** |

**Cash flow**

| **Payment Date** | **Milestone** | **Fees** | **Expenses** | **Assets** | **Total** |
| --- | --- | --- | --- | --- | --- |
| Click or tap to enter a date. | 1  | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 2 | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 3  | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 4  | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 5  | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 6  | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 7  | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 8  | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 9  | 0.00 | 0.00 | 0.00 |  0.00 |
| Click or tap to enter a date. | 10  | 0.00 | 0.00 | 0.00 |  0.00 |
| **TOTAL** |  | **AUD 0.00** |

**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 Click or tap here to enter text. (**Participant**)

**Background**

1. The parties have agreed to conduct a Project on the terms set out in this Agreement (**Agreement**).
2. The parties acknowledge that the Project will comprise research and development which coincides with the Australian red meat industry’s strategy and that the results of the Project, if successful, will be beneficial to the industry or the broader Australian community.

Agreements

# Definitions and interpretation

Definitions

## Where commencing with a capital letter:

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

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;

promoting a particular political party’s policy over another political party’s policy;

representing the views of industry as being those of MLA or the Australian Government; or

advocating that the Commonwealth or a State or Territory government adopt a particular policy.

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

**Assets** means any asset described in the schedule, provided by MLA or acquired by the Participant with the Funds for the purpose of the Project or developed in the course of a Project;

**Background IP** means Intellectual Property owned, licensed or held by a party and made available by the party to the Project, including any Intellectual Property specified as such in the schedule;

**Breeding Values Services** means any service which involves estimation of genetic or genomic breeding values for cattle, goat and 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 the schedule;

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

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

**Contribution** means, in respect of:

the Participant, the monetary contribution to a Project set out in the schedule;

AMPC, the monetary contribution to the Project set out in the schedule (if any);

MDC, the monetary contribution to a Project set out in the schedule; and

 MLA, the monetary contribution to a Project set out in the schedule;

**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 the schedule or the date the last party signs this Agreement;

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

ethical conduct in human research and animal welfare in scientific research;

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);

anti-bribery and anti-corruption;

fundamental human rights in particular the prohibitions on child labour, slavery, forced labour and human trafficking, including the *Modern Slavery Act 2018* (Cth); and

anti-money laundering;

**Final Report** means a comprehensive written report detailing the results of the Project.

**Funds** means the funds in the Project Account 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;

**Milestone** means a milestone specified in the schedule;

**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, as at the Effective Date, each of MLA’s:

privacy policy for MLA accessible via [Privacy Policy](http://www.mla.com.au/general/privacy/);

privacy policy for ISC accessible via [ISC Privacy Policy](http://www.integritysystems.com.au/privacy-website/);

Anti-bribery and Corruption policy and procedures accessible via [ABC Policy](https://www.mla.com.au/globalassets/mla-corporate/about-mla/documents/who-we-are--corporate-goverance/anti-bribery-and-corruption-policy-2020.pdf%20); and

code of business conduct and ethics accessible via [Code of Conduct](https://www.mla.com.au/globalassets/mla-corporate/about-mla/documents/who-we-are--corporate-goverance/code-of-business-conduct-and-ethics-082020.pdf),

as may be amended and notified by MLA to the Participant from time to time.

**Milestone Report** means a comprehensive written report detailing the progress of the Project 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>;

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

**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** or **Personnel** means the persons named in the schedule and such other persons approved in writing by MLA to work on the Project for or on behalf of the Participant;

**Ownership Interest** means the proportionate ownership interest of each party in Project IP set out in the schedule;

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

**Project** means the project described in the schedule;

**Project Access Fee** means, in relation to a Project and subject to clause 3.7, the administration fee set out in the schedule;

**Project Access Rate** means the rate for calculating project access fees as set out in the “MLA Donor Company (MDC) background and application guidelines” or any replacement document from time to time, currently 8% for Industry levy payer partners and 12% for others;

**Project IP** means Intellectual Property which arises out of the Project, including the Reports;

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

**Reports** means the Milestone Reports and the Final Report;

**Student** means any postgraduate students enrolled with the Participant or an agent or subcontractor of the Participant that may work on the Project and whose name and any further details are listed in any special conditions annexed to this Agreement (if applicable); and

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

**Third Party Participant** means a third party who is participating in the Project as set out in the schedule.

Interpretation

## 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.

## Unless the context otherwise requires a word which denotes:

### the singular denotes the plural and vice versa;

### a person includes an individual, a body corporate and a government; and

### 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.

## A reference to:

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

### any agreement or other document includes that agreement or document as amended or replaced;

### payments to a party includes payments to another person on the direction of the party;

### money is in Australian dollars unless otherwise stated; and

### 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.

## In this Agreement:

### clause headings are for convenience only and do not affect interpretation; and

### “includes” is not a word of limitation.

# PART A – FUNDING

# Application of Part A

## This Part A applies if the schedule specifies that the Participant will provide Contributions to the Project.

# Funding

Payment of Contributions

## The Participant must pay its Contribution for the Project to MDC in accordance with the schedule.

## The parties acknowledge that, if AMPC Contributions are specified in the schedule, AMPC will pay its Contribution to MDC in accordance with the schedule.

## MDC must pay the Participant’s Contribution, MDC’s Contribution and, if specified in the schedule, the AMPC Contribution to MLA.

## MLA must allocate the Contributions paid by MDC under clause 3.3 and its own Contribution in accordance with the schedule to the project account for the purpose of the Project (**Project Account**).

Project Access Fee

## The Participant must pay the Project Access Fee for the Project to MDC in accordance with the schedule.

## MDC must pay the Project Access Fee to MLA.

## If the parties agree that the Budget for the Project 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 additional Project Access Fee to MDC which is equal to the Participant’s Contribution times the Project Access Rate.

## If the Participant fails to meet a Milestone and the Project is delayed (other than as a result of an event described in clause 25.1), MDC may require the Participant to pay an additional Project Access Fee as a result of such delay.

# Funding warranty

## 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 “MLA Donor Company (MDC) background and application guidelines” or any replacement document from time to time.

# PART B – CONDUCT OF THE PROJECT

# Application of Part B

## This Part B applies if the schedule specifies that the Participant is to conduct all or part of the Project.

# Appointment

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

# Obligations of the Participant

Conduct of the Project

## The Participant must conduct the Project:

### in accordance with all relevant laws and regulations and any applicable industry standards or guidelines, including applicable Ethics Laws;

### in accordance with the Milestones and the Budget and otherwise in compliance with the requirements set out in the schedule;

### in accordance with MLA Policies and all reasonable and lawful directions of MLA from time to time concerning the Project;

### to the best of its skill and ability; and

### using appropriately qualified, competent and skilled personnel necessary for the proper conduct of the Project.

## Without limiting the Participant's obligations under this clause 7, the Participant must, in conducting the Project:

### only apply the Funds and the Assets for the purposes of the Project and in accordance with the Budget and the Milestones;

### not vary the Project, the Budget or the Milestones without MLA’s prior written consent;

### not conduct any work under the Project if the Participant is required to obtain approvals or licences under applicable Ethics Laws in order to carry out the Project, until that approval or consent has been obtained;

### cooperate and regularly liaise with MLA and any consultant engaged by MLA;

### not apply the Funds to Agri-Political Activities nor conduct any Agri-Political Activities as part of the Project; and

### 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

## The Participant must, with the Funds, and in accordance with the Budget, purchase the assets specified in the schedule.

## The Participant will own any Assets:

### purchased with the Funds; or

### developed by the Participant in the course of the Project,

## for the term of the Project.

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

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

## The Participant acknowledges that the provision of MLA Assets 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, MLA and the Participant each agree to contract out of the provisions listed in section 115 of the PPSA; and

### the Participant waives any rights that it may otherwise have to:

#### 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

#### 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.

## The Participant must not encumber or, subject to clause 7.9, Dispose of any Asset.

## On the termination of this Agreement, or earlier if requested by MLA, the Participant must on MLA’s election either:

### 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; or

### 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

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

## 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 7.9(a).

Personnel

## The Participant:

### must, subject to the terms of this Agreement, cause the Nominated Persons to work on the Project;

### undertakes that the Nominated Persons and all persons who assist in carrying out the Project will during the term of this Agreement perform this work to the best of their skill and ability; and

### must provide each Nominated Person with a copy of this Agreement and take all reasonable steps to explain it to them.

## If the Nominated Personnel cease to be available during the term of this Agreement, the Participant will notify MLA and may replace such personnel, provided such replacements are acceptable to MLA.

Students

## If a Student is involved in the Project, the Participant agrees it will ensure that:

### the Student complies with this Agreement including clauses 17 (Background IP) and 20 (Confidentiality);

### it will do all things necessary to ensure that Project IP developed by the Student is owned in accordance with clause 18 (Project IP), except for copyright in a Thesis, which will be retained by the Student;

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

### 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 special conditions annexed to this Agreement (if applicable).

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

Warranty

## The Participant warrants that:

### its conduct of the Project will not infringe any other person’s Intellectual Property rights (excluding patent rights);

### its conduct of the Project will not infringe the patent rights of any other person to the best of its knowledge and belief and, if specified as required in any special conditions annexed to this Agreement (if applicable), after due inquiry;

### the parties will be entitled to use the Project IP without the consent of any other person;

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

### the Project 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 Project.

Safety

## The Participant must ensure that:

### its activities in carrying out the Project comply; and

### any site at which it carries out any part of the Project 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.

## Without limiting its obligations under clause 7.16, the Participant must notify MLA of any notifiable incident as defined under the *Work Health and Safety Act* (Cth) involving any person undertaking work as part of this Project.

# Distribution of Funds

## MLA will distribute Funds to the Participant in accordance with the schedule for the purpose of the Project provided that:

### MLA has accepted and approved the relevant Milestone report to which the payment relates, and the Participant has provided a tax invoice and copies of receipts; and

### MLA has received in the Project Account the relevant Contributions, or other monetary contributions relating to the Project owed by third party participants.

# Suspension of Funds

## In addition to its rights under clause 24, MLA may suspend payment of any of the Funds by written notice to the Participant if:

### the Participant does not achieve a Milestone – until the Milestone is achieved to the reasonable satisfaction of MLA;

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

### MDC does not receive any Participant Contribution or AMPC Contribution specified in the schedule when due – until those funds are received; or

### any Third Party Participant does not pay MDC its Project Access Fee when due – until that fee is received.

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# Agents and Subcontractors

Engagement & Notification

## The Participant may engage any agents or contractors to assist the Participant in any part of this Project. The Participant will promptly notify MLA of the engagement of any agents or subcontractors.

Terms

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

### undertake obligations of confidentiality in substantially the same terms as clause 20;

### 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 clause 18.1 and 18.2;

### undertake obligations of accurate record keeping in substantially the same terms as clause 11.4; and

### maintain such insurance in such amounts as MLA may specify.

## 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.

# Reports, accounts and records

Reporting

## The Participant must:

### provide MLA with the Milestone Reports within 14 days of the achievement of each Milestone and the Final Report upon completion of the Project;

### ensure that all Milestone Reports and the Final Report are of a high standard acceptable to MLA acting reasonably, including being proofread and edited to a high standard using Australian English language;

### promptly respond to any request by MLA for an update on the progress of the Project and any other information reasonably requested by MLA from time to time;

### keep MLA fully advised of the progress of the Project and, without limiting the foregoing, promptly notify MLA of any matters which may materially affect the Participant’s ability to conduct the Project; and

### 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 Project at no charge.

## The Final Report must:

### be submitted in accordance with MLA's style guide and report guidelines (available at <http://www.mla.com.au/Research-and-development/Project-reporting-templates>);

### include sections that address all the items in the objectives set out in the schedule;

### be supplied in electronic Microsoft Word format;

### include any associated material such as spreadsheets, decisions support tools, multimedia either within the report or as separate electronic files; and

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

## MLA is committed to demonstrating transparency and communication of its research and development activities to stakeholders. The Participant acknowledges that separate confidential and non-confidential versions of the Final Report may be provided to MLA’s stakeholders if a single report cannot be published on MLA’s website.

Accurate record keeping

## The Participant must ensure that it, and its agents and contractors:

### 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):

#### setting out details of all work carried out under this Agreement;

#### recording the deposit and expenditure of the Funds; and

#### otherwise support the Participant’s compliance with its obligations under this agreement;

### 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 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

### give full and accurate answers to any questions MLA or any of its representatives may have concerning books or records relating to this Agreement and provide all assistance reasonably requested by MLA in respect of any inquiry into or concerning the Project or this Agreement.

MLA may carry out audits

## 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, at the cost of MLA, 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.

Participant to allow access

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

### allow access to the Participant's premises at reasonable times and on reasonable notice;

### procure access to the premises of all agents and contractors at reasonable times and on reasonable notice;

### 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

### provide full and accurate answers to any questions asked in relation to that documentation.

Term

## The provisions of this clause 11 apply for a period of seven years after the term of this Agreement.

# PART C – GENERAL

# Application of Part C

## This Part C applies to all Participants.

# Role of MDC

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

### receiving any Participant Contribution paid to it under clause 3.2;

### managing any Contributions, the Budget and the Project;

### entering into agreements with third parties in relation to the conduct of the Project, and exercising its rights and managing its obligations under such agreements.

# Third Party Participants

## If the schedule specifies that a third party is to provide contributions and/or conduct all or part of the Project 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 the schedule).

## 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 the schedule.

# General warranties

## The Participant warrants that:

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

### all information included in the Participant’s project application form in relation to the Project is complete and correct, and is not misleading.

# GST

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

## 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.

## 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.

## Terms used in this clause 14.2 which are defined in the GST Act have the same meaning as in the GST Act.

# Background Intellectual Property

Ownership

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

Provision

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

## When a party makes Background IP available (other than that specified in the schedule) it must specify in writing to the other parties the ownership of it, the right of the party to make it available and details of any encumbrances or restrictions.

Warranty

## Each party warrants that:

### it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Project;

### 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);

### 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 and, if specified as required in any special conditions annexed to this Agreement (if applicable), after due inquiry;

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

### it will not Dispose of or Commercialise the Background IP so as to prejudice its use in accordance with this Agreement.

Interest

## 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.

Licence

## Subject to the terms of this Agreement:

### the parties; and

### subject to clause 10, 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 Project and Commercialisation of the Project IP.

Protection

## 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.

# Project IP

Ownership

## Subject to clause 18.2, any Project IP will be owned by the parties in accordance with the Ownership Interests set out in the schedule.

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

Licence

## Subject to this Agreement, each party has a non‑exclusive royalty‑free right to use Project IP for the purposes of the Project, other than Commercialisation.

## Subject to this Agreement and clause 18.1, any additional licences will be granted by the parties as set out in any special conditions annexed to this Agreement (if applicable).

## MLA will have a non-exclusive, irrevocable, royalty-free right to use Project IP for:

### its internal purposes;

### to the extent the Project IP includes genetic material:

#### extension, adoption, training and feedback purposes, including 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

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

### reporting to and complying with its obligations to industry bodies, including peak councils, government and government agencies and authorities.

Capturing Project IP

## The Participant must provide MLA with all information in its possession regarding Project IP which has been developed or is in the process of being developed.

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

### identify Project IP generated or developed by them;

### promptly communicate details of Project IP to MLA;

### assign ownership of all Project IP in accordance with the provisions of clause 18.12; and

### give the Moral Rights consents requested in accordance with the provisions of clause 18.8.

Moral Rights

## The Participantmust obtain from each employee, agent or contractor involved in the Project a Moral Rights consent in favour of MLA which acknowledges 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 Project as the MLA considers reasonably appropriate.

Intellectual Property protection

## If MLA considers that a particular development warrants pursuing patent protection, or other form of Intellectual Property protection, the Participantmust provide all reasonable assistance to MLA and if requested apply for, maintain and prosecute that Intellectual Property protection in accordance with the party’s respective Ownership Interests.

## 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.

## Costs incurred by the parties under clauses 18.9 and 18.10 must be borne by them in proportion to their respective Ownership Interests unless agreed otherwise.

Assignment

## To the extent any work has commenced on the Project 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.

## Where the Participant engages an agent or contractor to work on any part of this Project, 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

## No party may Dispose of its Ownership Interest in Project IP without the prior written agreement of the other parties.

## 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 it.

Commercialisation

## A party may only Commercialise or disseminate the Project IP with the prior written consent of the other parties. Any Commercialisation of Project IP will be subject to a separate commercialisation agreement as agreed between the parties.

# Privacy & Data

Personal Information

## The Participant must:

### 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;

### 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

### ensure that all of its subcontractors or agents comply with this clause 19.1.

## Without limiting clause 19.1:

### where the Participant collects Personal Information for or on behalf of MLA, the Participant:

#### must only use and disclose that information for the purpose for which it is collected; and

#### must not publish, disseminate or Commercialise the Personal Information in any way;

### in relation to any Personal Information that the Participant provides to MLA under this Agreement, the Participant warrants that it has:

#### 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 the Project and obtained any required consent to such disclosure; and

#### provided the individuals with the location of where the privacy policy of MLA or ISC (as applicable) can be found, which is via [Privacy Policy](http://www.mla.com.au/general/privacy/) or [ISC Privacy Policy](https://www.integritysystems.com.au/privacy-website/) respectively;

### in relation to any Personal Information provided to the Participant by MLA under this Agreement, the Participant must:

#### only store, use, disclose or otherwise handle the information for the specific purposes for which it was provided to the Participant under this Agreement; and

#### co-operate with any reasonable request or direction of MLA which relates to the protection of the information; and

### the Participant must promptly notify MLA of any complaint that it receives concerning the Personal Information under this Agreement.

Use of Data

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

### 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

### provided by MLA to third parties for the purposes of future projects.

# Confidentiality

Confidentiality Obligations

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

### keep Project IP and the Confidential Information of the other parties confidential;

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

### 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 20.

Exclusions

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

### 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;

### is in the public domain;

### 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

### 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.

## For the avoidance of doubt, a party’s details, the names of researchers working on the Project, the Project title, start and completion dates for the Project and the Funds will not be considered to be Confidential Information and may be disclosed by MLA.

Publications and public announcements

## Subject to clause 20.6, no party will publish, disseminate or otherwise communicate any information relating to a Project or its results without the prior written consent of the other parties, such consent not to be unreasonably withheld.

## The Participant must ensure that any publication, dissemination or communication permitted under clause 20.4:

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

### 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 a Project or its results.

## Despite clauses 20.4 and 20.5, MLA may publish the following details about the Project without the Participant’s consent:

### Project title;

### Name of Participant;

### lead researcher;

### a project summary, including start date and completion date;

### total Contribution for the Project.

## The Participant must direct any queries in relation to its obligations under this publications and public announcements clause to content@mla.com.au.

Termination

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

# MLA

## Clauses 18.14 and 18.15 (Disposal of Ownership Interest), 18.16 (Commercialisation) do not apply to MLA if MLA’s Ownership Interest in the Project IP is 100%.

# Material

MLA Material

## The MLA Material remains the property of MLA.

## Subject to clause 22.3 on termination of a Project, the Participant must immediately on request from MLA return the MLA Material related to that Project 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.

Legal Requirement

## Notwithstanding clause 22.2, 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

## 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.

# Insurance

Maintenance

## Unless otherwise agreed as a special condition annexed to this Agreement (if applicable), the Participant will:

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

#### adequate workers’ compensation insurance as required by law for its employees;

#### professional indemnity insurance for an amount of at least $2 million;

#### public and product liability insurance for an amount of at least $10 million;

#### such other insurance cover as MLA may from time to time reasonably require; and

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

Policies

## 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 23.1.

Government and Statutory bodies

## Clause 23.1(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.

# Term and termination

Term

## This Agreement commences on the Effective Date and continues until the earlier of:

### the completion date in the Schedule; or

### termination of this Agreement in accordance with its terms.

Termination by MLA

## MLA may, by providing one (1) month’s written notice to the Participant, terminate this Agreement.

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

### MDC does not receive any Participant Contribution or AMPC Contribution specified in the schedule;

### any Third Party Participant does not pay MDC its Project Access Fee when due and that failure continues for 30 days after its due date;

### MLA is no longer the declared industry marketing body and/or industry research body for the meat and livestock industry; or

### its funding agreement with the Commonwealth government is terminated.

Termination of other Project agreements

## If any other agreement relating to the Project between MLA and a third party participant is terminated, MLA may:

### terminate or suspend performance of all or part of this Agreement by notice to the Participant; or

### notify the Participant in writing that MLA wishes to vary the scope of the Project, in which case the Participant must negotiate in good faith in relation to such variation.

Go/No Go decisions

## MLA may terminate or suspend a Project by notice to the Participant if a “No Go” decision is made by MLA or MLA and the Participant and/or a Third Party Participant as referred to in the schedule, provided that the Participant and/or Third Party Participant may only be involved in a “No Go” decision where that party provides monetary Contributions to the Project as set out in the schedule.

## If a “Go/No Go” decision point is referred to in the schedule, the Participant:

### must not proceed with the Project after that point until MLA notifies it that MLA has made a “Go” decision to proceed with the Project after that point; and

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

Termination by Participant

## If the Participant forms an opinion on reasonable grounds that the Project will no longer achieve its objectives or the Project 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 this Agreement. If MLA provides its consent (such consent not to be unreasonably withheld), the Participant may, by 1 month’s written notice to MLA, terminate this Agreement.

Termination for default

## A party (**Terminating Party**) may by notice to the other parties terminate this Agreement if:

### another party fails, within 14 days after notice from the Terminating Party, to remedy a breach of its obligations under this Agreement which is capable of remedy;

### another party breaches any of its obligations under this Agreement which are not capable of remedy; or

### another party persistently breaches its obligations under this Agreement.

Consequences of Termination

## On expiry or termination of this agreement 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.

## If MLA terminates this Agreement under clauses 24.2, 24.3, 24.4 or 24.5, or if the Participant terminates this Agreement under clause 24.8,MLA must, subject to clauses 24.12 and 24.13, 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.

## If notice is given to the Participant to terminate this Agreement under clause 24.8:

### MLA may:

#### 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;

#### reimburse or allow the Participant to retain any uncommitted portion of the Participant’s Contribution;

#### recover from the Participant the amount of any loss or damage sustained as a result of the termination;

#### be regarded as discharged from any further obligations under this Agreement; and

#### pursue any additional or alternative remedies available at law; and

### MLA will settle any fees, expenses or payments payable to the Participant under this Agreement for work performed to a standard acceptable by MLA.

Participant’s obligations

## On termination of this Agreement, the Participant must immediately discontinue any work on the Project.

## On receipt of notice of termination of this Agreement, the Participant must do all things necessary to minimise the incurring of further costs in connection with this Agreement.

# Force Majeure

Event

## 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 MDC, a cessation or reduction of its funding (**Force Majeure**) to carry out an obligation placed on it under this Agreement, the Affected Party must give to the other parties prompt written notice of:

### reasonable particulars of the Force Majeure; and

### 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

## Subject to compliance with clause 25.1, 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 MDC may, by notice to the other parties, terminate this Agreement.

## The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible (except where MLA or 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.

# Dispute resolution

Dealing with disputes

## 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.

## If a party requires resolution of a dispute it must do so in accordance with this clause 26 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.

## 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

## 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.

## If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, clause 26.6 will apply.

Mediation

## 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.

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

Urgent Relief

## This clause 26 does not apply if either party commences legal proceedings for urgent interlocutory relief.

# Relationship of the parties

No partnership

## 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

## 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

## The Participant must not, without the prior written consent of MLA, during the term of this Agreement:

### act as a consultant to any person who carries on or is involved in any capacity in an activity or business; or

### 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 Project in accordance with the terms of this Agreement.

## If during the term of a Project, any actual, perceived or potential conflict arises, the Participant must notify MLA promptly and make full disclosure of all relevant information relating to the actual, perceived or potential conflict. The parties must discuss in good faith a resolution to any issues arising from such notification.

MLA Group

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

### 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;

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

### 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.

# Miscellaneous

Notices

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

### delivering it to the address of the addressee;

### sending it by pre-paid registered post to the address of the addressee;

### sending it by electronic mail to the last notified email address of the addressee,

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

## An email is deemed to have been received on the date shown by a printed “read receipt” generated by the sender’s computer.

Set off

## 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

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

Assignment

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

Entire agreement

## This Agreement, together with each Project schedule, embodies the entire understanding and agreement between the parties as to its subject matter.

## 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

## 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.

## Each party agrees that:

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

### 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

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

## Each party:

### 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

### waives any right to object to proceedings being brought in those courts for any reason.

Legal costs

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

Counterparts

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

Clause survives 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, including clauses 11 (Accounts & Records), 14.2 (GST), 19 (Privacy & Data), 20 (Confidentiality).