**Request for Tender for Producer Demonstration Site (PDS) Projects**

**Terms of Reference for 2018/19 Open Call**

**Timing:**

* Open call announced – **19 September 2018**
* Preliminary applications closes –  **17 October 2018**
* Feedback to preliminary applicants **- 31 October 2018**
* Final applications close -  **28 November 2018**
* Applicants notified – **14 December**
* Contracts completed and projects ready to commence **– March 2019**

**Purpose and background**

Meat & Livestock Australia (MLA) is committed to partnering with producer groups to achieve improved business profitability and productivity outcomes. Producer Demonstration Sites (PDS) aim to increase the rate of adoption of key management practices and technologies that improve business profitability and productivity by shortening the time lag between technological innovation and adoption of practices by producers at a local level. The PDS program supports groups of livestock producers to demonstrate and validate the business value of integrating new management practices, research and development outputs and associated skills into local farming systems. The key outcome of a PDS is producer adoption of the demonstrated management practices resulting in improved business performance.

MLA is calling for preliminary applications for PDS sites related to improving **sheep enterprise, beef cattle enterprise and goat enterprise business profitability and productivity** and that are able to commence during 2019 (Note that communications and monitoring & evaluation plans will be due in April 2019). Funding is available for up to 4 sheep enterprise, 8 beef cattle enterprise and 2 goat enterprise projects this round. Additional open calls for applications may follow.

**What is a PDS?**

* Be initiated by a producer group and address a key adoption issue limiting enterprise productivity and profitability and result in impact when adopted by producers.
* Of sufficient interest that it is demonstrated on 3 -5 (preferably more) different properties and be at a commercially relevant scale.
* Have a core group of producers directly involved in the project (10 producers minimum) with a larger network of producers (observers) keen to attend workshops or field days to learn about outcomes.
* Core producers are responsible for much of the in-field activities (e.g. measurements, stock rotations etc.)
* Be based on a known, scientifically proven technology/practices, i.e. not involve basic research on a problem/issue.
* Have a robust method, including the use of controls for demonstration comparison
* Have a suitably skilled facilitator to guide group activity, coordinate extension activities, ensure protocols are implemented and reporting back to MLA.
* Include extension and communication activities to extend key messages beyond the core group.
* Implement monitoring, evaluation and reporting (MER) processes to demonstrate producer engagement, practice change and benefit to individual businesses and industry. All projects will be required to develop an MER plan using MLA’s standard framework within one month of commencing. Support will be available to assist facilitators develop M&E plans. A copy of the MER plan guidelines is available on the MLA website.

**What is not a PDS?**

* Based on an issue of limited interest to producers in the area or an issue that contributes only very marginal improvement in enterprise business performance
* Basic or applied research on a problem/issue (i.e. solution is not yet known)
* Demonstration of how commercial technologies operate and perform. Demonstrations involving commercial technologies must focus on the business / decision making value of the technology, not whether it works.
* Demonstration on only a small number of properties (i.e. less than 3) and not at commercial scale.
* A project where the facilitator does all the work including taking in-field measurements etc.

**Who can apply?**

Funding is available for sheep, beef cattle and goat producer groups to validate and demonstrate the business value of integrating new technologies and on-farm management practices into local farming systems. All MLA contracts will be with a registered company or organisation that has an ABN. For unincorporated producer groups arrangements should be made for contracting through an affiliated registered organisation.

The tenderer must provide details of current insurance policies held by it and each proposed subcontractor and supplier as outlined in the preliminary and full applications

**What is funded?**

MLA will provide funding of up to $25,000 per year for 3 years for PDS projects. MLA funding can be used for:

* Facilitator time and expenses (for example reporting, coordination, group activity)
* Operational aspects of the demonstration
* Extension and communications activities
* Conduct and reporting of robust monitoring & evaluation plan (note: budget should be allocated for one trip to Sydney for training purposes)

MLA funding cannot be used for:

* Purchase of capital items(applicants should investigate sponsorship, share or leasing arrangements)
* Items of significant private benefit e.g. DNA testing of whole flocks
* Purchase of animals

**Priority areas:**

MLA is seeking proposals for producer demonstration sites related to sheep and cattle enterprises that align with the relevant 2019/20 regional Northern Australian Beef Research Council (NABRC), Southern Australian Meat Research Council (SAMRC) and West Australian Livestock Research Council (WALRC) priorities. A summary of these priorities can be found here.

For goat industry projects, applications should focus on:

* Understanding and benchmarking the profitability of goat production systems;
* Benefits of developing diversity in the feedbase for goat production to sustainably increase carrying capacity;
* Triple bottom line benefit of using goats for weed management;
* Improved understanding of business and herd management;
* Genetic improvement in line with market requirements.

**Preparing and submitting an application**

The following steps should be followed:

1. Establish a producer group, supported by a facilitator (may be a partnership with an organisation that has a common purpose). All groups must include a person experienced in facilitation, communication and monitoring and evaluation of on-farm projects.
2. Define and describe what the PDS project intends to achieve. This should include:
   1. What is the practical problem or need that the group aims to address?
   2. What is the current level of adoption of the targeted management practice(s)?
   3. How will the targeted management practices improve business profitability and productivity?
   4. What is the potential scale of benefit to businesses?
3. Identify the PDS management team and producer Chair.
4. Submit a Preliminary Application (max 4 pages) outlining your proposed project. The Preliminary Application should be submitted on or before **17 October 2018.**

**Preliminary Application forms can be obtained here.**

1. All preliminary applicants will be notified of acceptance or otherwise by**31 October 2018**. If your Preliminary Application has been accepted, you will then need to prepare a Full Application using the PDS Application form and submit to MLA by **28 November 2018**.

**Full application form can be obtained here.**

1. If your PDS is to be contracted through a supporting agency, e.g. DPI or Landcare group, submit your PDS application to the management of the participating supporting agency, prior to submitting to MLA for review and endorsement.
2. All applicants will be notified if they have been successful by **14 December 2018**.
3. Projects will be contracted and ready to commence by **March 2019**

**Important information regarding the tender process:**

1. Tenders must comply with all requirements specified in this request for tender/terms of reference.
2. The Requirements specified in this request for tender apply to both the preliminary and full applications.
3. Please submit an electronic/ soft copy of the tender.
4. All questions in within the preliminary application form must be completed. Where invited to submit a full application, this must all be completed in full to be accepted.
5. Annexure 1 contains the terms of the agreement which MLA wishes to enter into with the successful tenderer. While the final agreement may also take into account negotiations between MLA and the successful tenderer, MLA has certain minimum legal requirements that must be satisfied before it is prepared to enter into an agreement with a supplier.
6. Where the successful tenderer has in place a negotiated standard agreement with MLA the terms of that agreement will apply. Where no previously negotiated agreement is in place, unless clearly stated to the contrary in the tender, all terms of the agreement in Annexure 1 will be deemed to be accepted by the tenderer. If the tenderer is proposing any variations to those terms, the tenderer must identify the precise clause, detail the reasons for non-acceptance and, if appropriate, provide the tenderer’s proposed alternative wording to the clause.
7. Annexure 2 contains a declaration to be completed by the tenderer.

Further information about PDS eligibility criteria, guidelines and Application Forms are available at www.mla.com.au/pds

**Selection Criteria**

Selection of preliminary applications and full applications will be based on the following criteria and will be assessed by a panel of MLA Research and Adoption project and program managers.

1. A very clear and measureable objective
2. Alignment with goat industry, NABRC, SAMRC and WALRC regional priorities
3. Number and enthusiasm of producers in the core group and opportunity for broader scale engagement across the observer group / district
4. Potential impact on producer business profit drivers & industry profitability
5. Methodology to demonstrate the business value of the technology / practice / innovation(s) and achieve practice change.
6. Extension and communications plan and activities within the PDS group (core) and more broadly (observer group and nationally)
7. Proposed monitoring, evaluation and reporting (MER) activities
8. PDS team capability to undertake the requirements of a PDS
9. Value for money

Applications that demonstrate cash and in-kind producer support and sponsorship for capital items will be viewed favourably.

**Additional commitments**

* PDS project facilitators and / or chairs may be required to participate in MLA regional forums which will operate as a component of MLA’s regional producer consultation strategy.
* Projects may be required to nominate a producer case study(s) for MLA communication activities
* Producers involved in projects may be required to participate in impact evaluation surveys in future years.
* Successful applicants will be required to participate in MER training prior to commencement of the project.
* Projects will be required to robustly estimate the potential scale of adoption beyond the core group and the potential benefits to individual producers and industry as part of their MER plan

For further information:

* Alana McEwan, MLA Project Manager, Productivity and Market Insights, Phone: (07) 3620 5227 or 0417 541 000, email: amcewan@mla.com.au
* Russell Pattinson, PDS Coordinator, Phone 0419 872 684; Email: miracledog@bigpond.com

**Annexure 1 MLA’s STANDARD CONSULTANCY TERMS**

AGREEMENT

BETWEEN

**MEAT & LIVESTOCK AUSTRALIA LIMITED**

ABN 39 081 678 364

AND

**LEGAL ENTITY NAME**

ABN <insert ABN>

*PROJECT NO. X.XXX.XXXX*

# **ProjectTitle**

# **CONSULTANCY AGREEMENT**

# **THIS AGREEMENT IS MADE ON 2022**

**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 <insert ABN> of <insert street address, suburb and state> **(Consultant)**

**BACKGROUND**

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

**AGREEMENTS**

1. **DEFINITIONS AND INTERPRETATION**
   1. **Definitions**
      1. Where commencing with a capital letter:

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

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

**Intellectual Property** means all patents, patent applications, 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;

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

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

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

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

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

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

* + 1. 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. **Presumptions of interpretation**

Unless the context otherwise requires a word which denotes:

* + - 1. the singular denotes the plural and vice versa; and
      2. a person includes an individual, a body corporate and a government.
  1. **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.

1. **APPOINTMENT OF THE CONSULTANT**
   1. **Appointment**

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

* 1. **Nominated Persons**

The Consultant:

* + - 1. 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;
      2. undertakes that the Nominated Persons will perform this work to the best of their skill and ability; and
      3. must provide each Nominated Person with a copy of this agreement and take all reasonable steps to explain it to them.

1. **OBLIGATIONS OF THE CONSULTANT**
   1. **Liaison**

The Consultant must:

* + - 1. liaise with MLA in providing the Services; and
      2. 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.

* 1. **Directions**

The Consultant must:

* + - 1. comply with all reasonable and lawful directions of MLA from time to time concerning the Services; and
      2. at all times, act in the best interests of MLA. If at any time MLA reasonably considers that the Consultant has not acted in the best interest of MLA, MLA may immediately terminate this agreement in accordance with 13.2(c).
  1. **Comply with all laws**

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

* 1. **Insurance**
     1. The Consultant must at all times maintain:
        1. adequate workers’ compensation insurance as required by law for its employees;
        2. professional indemnity insurance for an amount of at least $2 million; and
        3. public and product liability insurance for an amount of at least $5 million.
     2. The Consultant must, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 3.4.1.
  2. **Privacy** 
     1. The Consultant must:
        1. comply with the Privacy Act 1988, including its Australian Privacy Principles;
        2. 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
        3. ensure that all of its subcontractors comply with this clause 3.5.
     2. Without limiting clause 3.5.1:
        1. in relation to any personal information that the Consultant provides to MLA under this agreement, the Consultant warrants that it has:
           1. 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

* + - * 1. provided the individuals with the location of where MLA's privacy policy can be found;
      1. in relation to any personal information provided to the Consultant by MLA under this agreement, the Consultant must:
         1. 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
         2. co-operate with any reasonable request or direction of MLA which relates to the protection of the information; and
      2. 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.
  1. **Work Health and Safety**
     1. The Consultant acknowledges that MLA has engaged the Consultant for its expertise in providing the Services under the agreement.
     2. In providing the Services the Consultant must and the Consultant must ensure that the Consultant's directors, officers, employees, agents, subcontractors and consultants exercise all due skill, care and precautions to the standard expected of a suitably qualified, experienced and skilled consultant in providing similar Services which are safe and without risks to persons or property.
     3. The Consultant acknowledges that it is solely responsible for all preparation and co-ordination required for the provision of the Services at a Site.
     4. Without limiting any other clauses in this agreement, the Consultant must comply with, and ensure that its directors, officers, employees, agents, subcontractors and consultants comply with, all Laws, Codes of Practice and Australian Standards relating to work health and safety and that are applicable to the agreement or the performance of the Services under the agreement.
     5. Without limiting clause 3.6.4, the Consultant must:
        1. implement, maintain and comply with a WHS Management System which must as a minimum requirement demonstrate compliance with all relevant Laws, Codes of Practice and Australian Standards;
        2. conduct a risk assessment prior to performing Services under the agreement and, if requested, submit to MLA for its records a Safe Work Method Statement, and at any time thereafter when those risk assessments are no longer valid. The Consultant must comply with the risk assessment in the performance of the Services under the agreement;
        3. 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;
        4. ensure that the Consultant, and all persons under the control and direction of the Consultant are trained, competent and properly licensed or authorised to operate plant and equipment, and that such plant and equipment is properly maintained and records retained;
        5. ensure that the Consultant, and all persons under the control and direction of the Consultant are properly informed, trained and supervised in the use of hazardous substances or dangerous goods;
        6. ensure that the Consultant consults with its workers and other relevant persons in relation to work health and safety matters relevant to the Services to be performed under the agreement, including providing appropriate means of communication to discuss health and safety matters;
        7. ensure that the Consultant, and all persons under the control and direction of the Consultant, are provided with all necessary personal protective equipment for the Services to be performed safely under the Agreement.
     6. The Consultant must provide MLA, at MLA’s discretion, with access to and copies of such documents and information as may be necessary to establish the Consultant's compliance with its work health and safety obligations under the agreement.
     7. Without limiting the requirements of clause 3.6.5, the Consultant must provide MLA with details of any near misses, incidents, injuries, damage to property and plant and the environment, including the occurrence of any such events to the Consultant or its directors, officers, employees, agents, subcontractors and consultants arising from the Services performed under the agreement.
     8. The Consultant must, within 7 days of any event listed in clause 3.6.7 provide a written report to MLA giving complete details of the event, including results of investigations into causes, and any recommendations or strategies for prevention in the future.
     9. If the Consultant is required by any laws to give notice of any event specified in clause 3.6.7 to a regulatory authority, the Consultant must at the same time or as soon practicable afterwards provide a copy of that notice to MLA.
     10. Failure by the Consultant to comply with any work health and safety provisions of the agreement is a material breach of the agreement.
     11. To the extent not prohibited by law, the Consultant will indemnify MLA against any damage, expense, loss or liability suffered or incurred arising out of or in connection with the failure by the Consultant to discharge its work health and safety obligations imposed by law or under the agreement.
     12. Where the Consultant is not performing the Services in compliance with the agreement, or is performing the Services in such a way as to endanger the health and safety of any persons, or is likely to cause damage to plant, equipment materials or the environment, the Consultant must immediately stop work and remedy that breach. MLA may suspend the Services until such time as the Consultant satisfies it that the work will be resumed in conformity with applicable work health and safety laws, codes and standards. During any periods of suspension, MLA is not required to make payment whatsoever to the Consultant and the Consultant will not be entitled to any recovery of any moneys arising out of or in connection with any suspension directed by MLA under this clause.
     13. If the Consultant fails to rectify any breach identified in clause 3.6.12 for which the performance of the Services have been suspended, or if the Consultant's performance has involved recurring breaches, MLA may at its option terminate the contract immediately, in whole or in part, without further obligation to the Consultant. In the event of this occurrence, MLA’s liability will be limited to payment for the Services performed and costs reasonably incurred by the Consultant up to the time of termination or an earlier suspension of Services.

1. **FEES AND EXPENSES**
   1. **Fees**

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

* 1. **Expenses**

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

* + - 1. obtains MLA’s prior written consent before incurring any travel or accommodation expenses not specified in the schedule; and
      2. gives MLA:
         1. details of the expenses incurred, together with evidence acceptable to MLA on reasonable grounds of the incurring of those expenses, including receipts for expenses over $20; and
         2. all assistance reasonably required by MLA to verify the expenses incurred.
  1. **Payment**

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

* + - 1. the Consultant must after the end of each period or milestone specified in the schedule provide to MLA an invoice setting out details of:
         1. the Services provided, time worked and fees payable; and
         2. expenses incurred,

in that period; and

* + - 1. MLA must pay the invoice within 1 month after receipt of it.

1. **CONFIDENTIALITY**
   1. **Consultant to maintain**

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

* + - 1. except in the proper course of performance of this agreement, disclose to any person without the previous consent in writing of the other party:
         1. the terms of this agreement;
         2. any Confidential Information or
         3. any other know how or trade secrets arising out of the provision of the Services; or
      2. use or attempt to use any of the items listed in clause 5.1(a) in any manner which may cause injury or loss to the other party or in any manner other than that contemplated by this agreement.
  1. **Third party disclosure**

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

* + - 1. prevent its disclosure directly or indirectly to any person other than in accordance with this agreement; and
      2. prior to disclosure to any person of any Confidential Information in accordance with this agreement, obtain a written undertaking of confidentiality from that person in the same terms as this clause 5.

1. **INTELLECTUAL PROPERTY**
   1. **Assignment** 
      1. The Consultant assigns all Project IP to MLA as and when it is created, whether existing as at the date of this agreement or created afterwards.
      2. Where the Consultant engages an agent or contractor to provide any of the Services, the Consultant must ensure that the agent or contractor assigns to MLA all Project IP as and when it is created, whether existing as at the date of this agreement or created afterwards.
   2. **Consultant Background IP** 
      1. During the term of this agreement the Consultant must make available the Consultant Background IP to be provided by it.
      2. When the Consultant makes Consultant Background IP available (other than that specified in the schedule) it must give a notice to MLA identifying the Consultant Background IP and the ownership of it, and details of any encumbrances.
      3. The Consultant warrants that it is the owner of, or is otherwise entitled to provide, the Consultant Background IP which it makes available under this agreement.
      4. The Consultant grants MLA a non-exclusive, perpetual, irrevocable, royalty free licence (including the right to sub-licence any third party) to use the Consultant Background IP to the extent required to enable MLA to use the Project IP.
   3. **Licence to the Consultant**
      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.
   4. **Restrictions on use of MLA's logo**

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

1. **WARRANTY**

The Consultant warrants that:

* + - 1. 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;
      2. 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;
      3. 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;
      4. it is compliant with all workers’ compensation insurance requirements, superannuation contributions and tax payments for and on behalf of its workers.

1. **MATERIAL**
   1. **MLA Material**

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

* 1. **Project IP**

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

* 1. **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.

1. **RELATIONSHIP OF THE PARTIES**
   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.

* 1. **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.

* 1. **Exclusion**

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

1. **SUBCONTRACTORS**
   1. **Consent**

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

* 1. **Terms**

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

* + - 1. undertake obligations of confidentiality in substantially the same terms as clause 5;
      2. assign to MLA the Intellectual Property in any materials created under the engagement; and
      3. maintain such insurance in such amounts as MLA may specify.

1. **CONFLICT OF INTEREST**

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

* + - 1. the Consultant’s ability to perform the Services fairly and independently in accordance with the terms of this agreement; or
      2. MLA’s ability to use or exploit the Project IP.

1. **INDEMNITY**

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

* + - 1. any breach by the Consultant of this agreement; or
      2. any negligent or unlawful act or omission of the Consultant, its employees, the Nominated Persons and all agents and contractors in connection with this agreement.

1. **TERMINATION**
   1. **Notice**

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

* 1. **Default**

If the Consultant:

* + - 1. goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration;
      2. fails, within 7 days after receipt of notice, to remedy any breach of its obligations under this agreement which is capable of remedy;
      3. breaches any provision of this agreement which is not capable of remedy; or
      4. persistently breaches its obligations under this agreement,

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

1. **Go/No Go decision**

13.3.1    MLA may terminate the agreement by notice to the Consultant if MLA makes a “No Go” decision referred to in the Schedule.

13.3.2    If a “Go/No Go” decision point is referred to in the Schedule, the Consultant:

1. must not proceed with conducting the Services after that point until MLA notifies it that MLA has made a “Go” decision to proceed with the Project after that point; and
2. acknowledges that it is not entitled to payment for any goods or services provided in breach of clause 13.3.2(a)
3. **DISPUTE RESOLUTION**
   1. **Dealing with disputes**
      1. The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.
      2. If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 14 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except in the case of applications for urgent interlocutory relief or a breach by the other party of this clause 14.
   2. **Resolution by management**
      1. If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party.
      2. If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, the provisions of clause 14.3 will apply.
   3. **Conciliation**
      1. Disputes must be submitted to conciliation in accordance with and subject to the Institute of Arbitrators Australia Rules for the Conduct of Commercial Conciliations.
      2. A party may not commence proceedings in respect of the dispute unless the dispute is not settled by conciliation within 1 month of submission to conciliation, or such other time as the parties agree.
4. **GST**

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

1. **MISCELLANEOUS**
   1. **Notices**
      1. A notice under this agreement must be in writing and may be given to the addressee by:
         1. delivering it to the address of the addressee;
         2. sending it by pre-paid registered post to the address of the addressee;
         3. sending it by facsimile to the facsimile number of the addressee; or
         4. sending it by electronic mail to the last notified email address of the addressee,

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

* + 1. A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee.
    2. An email is deemed to have been received on the date shown by a printed “read receipt” generated by the sender’s computer.
  1. **Amendment**

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

* 1. **Assignment**
     1. The Consultant may only assign a right under this agreement with the prior written consent of MLA.
     2. For the purposes of clause 16.3.1, the Consultant is deemed to have assigned its rights under this agreement if the management or control of the Consultant is transferred to any person other than those persons who manage or control the Consultant as at the date of this agreement.
  2. **Entire agreement**
     1. This agreement embodies the entire understanding and agreement between the parties as to its subject matter.
     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.
  3. **Further assurance**

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

* 1. **Governing law and jurisdiction**
     1. This agreement is governed by and must be construed in accordance with the laws of New South Wales.
     2. Each party:
        1. 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
        2. waives any right to object to proceedings being brought in those courts for any reason.
  2. **Legal costs**

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

SCHEDULE

**Consultant**

|  |  |
| --- | --- |
| **Name** |  |
| **ABN** |  |
| **Street Address** |  |
| **Postal Address** |  |
| **Project Leader:** |  |
| **Name** |  |
| **Phone** |  |
| **E-mail** |  |
| **Administration Contact:** |  |
| **Name** |  |
| **Phone** |  |
| **E-mail** |  |

**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** |  |
| **Phone** |  |
| **E-mail** |  |

|  |
| --- |
| **Services** |

|  |  |  |  |
| --- | --- | --- | --- |
| **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**

|  |
| --- |
|  |

**Agents or subcontractors**

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

|  |
| --- |
| **Nominated Person(s)** |

Contact Name:

Phone:

Fax:

Email:

|  |
| --- |
| **Communications** |

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

| **Activity** | **Key Message** |
| --- | --- |
| Milestone report | Comprehensive report on achievement of each milestone. Milestone report guidelines are available on the MLA website http://www.mla.com.au/Research-and-development/Project-reporting-templates |
| Final Report | The Final report must:   * be submitted in accordance with MLA's style guide and report guidelines (available at http://www.mla.com.au/Research-and-development/Project-reporting-templates). * include sections that address all the items in the Objectives. * be supplied in electronic Microsoft Word format. * include any associated material such as spreadsheets, decisions support tools, multimedia either within the report or as separate electronic files * duly acknowledge participating producer groups, Consultant(s) and Funding Contributors (including the Commonwealth Government).   MLA is committed to demonstrating transparency and communication of our R&D activities to stakeholders.  Separate confidential and non-confidential versions of the Final report may be provided if a single report cannot be published on MLA’s website. |

|  |
| --- |
| **Consultant Background IP** |

| **Background IP** |
| --- |
|  |
|  |
|  |
|  |

|  |
| --- |
| **Milestones** |

| **Achievement Criteria** | | **Due Date** |
| --- | --- | --- |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |

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

|  |
| --- |
| **Fees and payment**  **(exclusive of GST)** |

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | **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** |
| --- | --- | --- | --- | --- | --- | --- |
|  | 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** | | |
| \*or on signing of this agreement  \*\*on acceptance and approval of corresponding milestone report, with tax invoice and copy of receipts attached  \*\*\*on receipt and acceptance of final report by MLA, with tax invoice for payment attached  *NB: any money uncommitted at the end of the Project must be returned to MLA* | | | | | | |

**SIGNED AS AN AGREEMENT**

Signed for and on behalf of

**Meat & Livestock Australia Limited**

in the presence of:

|  |  |
| --- | --- |
| …………………………………………..  Signature of witness | ……………………………………………  **Insert Name**  **General Manager**  **Insert Department** |
|  |  |
| ………………………………………….  Name of witness (print) |  |

Signed for and on behalf of

the [**insert**]

in the presence of:

|  |  |
| --- | --- |
| …………………………………………..  Signature of witness | ……………………………………………  Signature of Authorised Person |
| ………………………………………….  Name of witness (print) | ……………………………………………  Name of Authorised Person |
|  | ……………………………………………  Office Held |

**ANNEXURE 2 DECLARATION**

* 1. DECLARATION
     1. For corporate tenderers

I, ..............................................................................................

of ..............................................................................................

do solemnly and sincerely declare that:

I hold the position of ............................................... and am duly authorised by ............................................... (**Tenderer**) to make this declaration on its behalf.

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

.............................................................................................

.............................................................................................

.............................................................................................

.............................................................................................

Neither the Tenderer nor any of its employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did the Tenderer disclose to any other tenderer the Tenderer’s tendered price prior to closing of tenders.

Neither the Tenderer nor any of its employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, it would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

The Tenderer is not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*.

DECLARED at )

this day of 2022 )...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

* + 1. For individual tenderers

I, ..............................................................................................

of ..............................................................................................

do solemnly and sincerely declare that:

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

.............................................................................................

.............................................................................................

.............................................................................................

.............................................................................................

Neither me nor any of my employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did I disclose to any other tenderer my tendered price prior to closing of tenders.

Neither me nor any of my employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, I would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

I am not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*.

DECLARED at )

this day of 2022 )...............................................

Before me,

...............................................

Justice of the Peace/Solicitor