MEAT & LIVESTOCK AUSTRALIA

Historical MDP Program Legal Terms

Table of contents:

2025-26 MDP Program Legal Terms

2024-25 MDP Program Legal Terms

2023-24 MDP Program Legal Terms

Market Development Partnerships

Legal terms 2025-26

Updated: April 2025

TERMS

1. MARKET DEVELOPMENT APPLICATIONS

Market Development Applications

1.1 For each Activity You propose to conduct, You must submit a Market Development Application online using the template available on the Program Website, for approval by MLA. You will not be able to submit a Market Development Application until all fields in the template have been completed.

1.2 MLA will not accept Market Development Applications for an Activity where the Anticipated Activity Cost is less than AUD 5,000.

1.3 MLA will review the Market Development Application and may either approve or reject it in its sole discretion.

1.4 Subject to clause 1.5, the amount payable by MLA in respect of an approved Activity will be the amount shown as "MLA MDP Contribution" in the Market Development Application, which is calculated based on the Anticipated Activity Cost.

1.5 You acknowledge and agree that:

(a) if the Final Activity Cost is less than the Anticipated Activity Cost, the MLA MDP Contribution will be reduced proportionately; and

(b) if the Final Activity Cost is more than the Anticipated Activity Cost, the MLA MDP Contribution will not be increased and You will be responsible for funding the difference between the Anticipated Activity Cost and the Final Activity Cost.

1.6 Each Market Development Application must be submitted and approved by MLA before You commence the corresponding Activity. MLA will not pay any portion of the MLA MDP Contribution to You in respect of any Activity that is commenced by You without MLA's prior approval.

Activity Start Dates and End Dates

1.7 You must nominate an Activity Start Date and an Activity End Date as part of each Market Development Application. These dates should reflect the actual start and end dates of the Activity. You may revise these dates at any time.

1.8 If MLA reasonably considers there is evidence that the Activity has been completed earlier than the date recorded on the Market Development Application as the Activity End Date, MLA will notify You in writing of the date on which it considers the Activity ended. If You disagree You must respond to MLA in writing within 7 days and provide evidence as to why the Activity has not ended. If You do not do so, the date which MLA provides in its notice will be considered the Activity End Date for the purpose of the parties' obligations under this agreement.

2 YOUR OBLIGATIONS

Conducting the Activity

2.1 You must undertake the Activities to meet Your Objectives.

2.2 You must comply with all relevant laws and regulations when performing Your obligations under this agreement, including conducting the Activities and for any product claims that You make.

2.3 You warrant that any Animal Raising Claim You make as part of conducting an Activity is able to be substantiated in accordance with applicable legal requirements.

Activity Reports/Invoices

2.4 You must submit an Activity Report for each Activity undertaken as soon as possible and no later than four weeks after the Activity is completed using the online form available on the Market Development Partnership Program website.

2.5 The Activity Report must include:

(a) a valid invoice to MLA in AUD for the MLA MDP Contribution approved for the Activity; and

(b) a list of payments made by You or Your subsidiary companies to third parties for the provision of goods and services for the purposes of enabling You to complete the Activity (in foreign currency and as converted to AUD); and

(c) evidence (such as images or documents) that the Activity has been completed, metrics and a statement about the Activity's outcome; and

2.6 MLA will review the Activity Report and may either approve it or request further information. If MLA requests further information, you agree to provide it within 14 days. MLA will only approve an Activity Report if it is reasonably satisfied that You have performed the Activity and provided all information required under clause 2.5.

3 FUNDING

Payment of MLA MDP Contribution

3.1 MLA will pay You the MLA MDP Contribution in respect of an Activity within 30 days after You submit an Activity Report for the relevant Activity, provided MLA has approved the Activity Report in accordance with clause 2.6.

Upfront payments

3.2 If MLA has agreed (in writing) to fund all or part of the Activity upfront as set out in the Market Development Application, You will be responsible for paying to MLA the difference between the Final Activity Cost and the MLA MDP Contribution within 30 days of MLA sending You an invoice.

Withdrawal of funding

3.3 MLA reserves the right to withdraw funding approval of any of the MLA MDP Contribution if You:

(a) do not deliver an Activity Report within four weeks of the Activity End Date; and

(b) fail to provide a completed Activity Report to MLA within 14 days of MLA notifying You in writing that delivery of the Activity Report is overdue.

GST

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

4 ACCOUNTS AND RECORDS

Record keeping

4.1 You must ensure that You:

(a) keep complete and accurate books and records that are separate from any other books and records of Your business (including any particular accounts specified by MLA) setting out details of the Activities carried out under this agreement and the expenditure of monies in relation to the Activities, including the MLA MDP Contribution; and

(b) retain for a period of seven years after termination or expiration of this agreement all books and records relating to the Activities and use of the MLA MDP Contribution.

MLA may carry out audits

4.2 MLA may arrange for the carrying out of an audit of Your books and records and the books and records of Your agents and contractors during business hours for the purpose of assessing compliance with this agreement by providing You with at least 14 days' written notice.

4.3 Any audit conducted under clause 4.2 will be at the cost of MLA, unless the audit reveals any overpayment of more than 2% by MLA or noncompliance by You with the terms of this agreement, in which case You must promptly (being within 30 days)reimburse MLA for the cost of the audit.

You must allow access

4.4 You must cooperate with the reasonable directions of MLA, or its officers, agents or advisers (including auditors), in the conduct of an audit, including:

(a) allowing access to Your premises at reasonable times and on reasonable notice;

(b) procuring access to the premises of all agents and contractors at reasonable times and on reasonable notice;

(c) requiring Your employees, agents and contractors to produce books and records related to this agreement and allowing any such documentation to be inspected and copied; and

(d) providing full and accurate answers to any questions asked in relation to that documentation.

Clause survives termination

4.5 This clause 4 applies for the term of this agreement and for a period of seven years from the date of the agreement's expiration or termination.

6. WARRANTIES

6.1 You represent and warrant that:

(a) You own or pay for the marketing of the brands set out in Your application and You meet the Eligibility Criteria;

(b) if You are marketing beef or lamb with Animal Raising Claims, all such claims can be substantiated in accordance with applicable legislation;

(c) all information You have provided to MLA regarding Your eligibility to participate in the Program, including as part of the application process, is accurate and complete, and is not misleading in any respect;

(d) You will immediately notify MLA if any change in Your circumstances means You no longer meet the Eligibility Criteria; and

(e) You will at all times design and carry out the Activities in a manner that is intended to benefit the Australian red meat industry.

7. CONFIDENTIALITY

7.1 MLA will keep confidential and not disclose to any person any information about Your specific brand marketing strategies or Activities without obtaining Your prior consent.

7.2 You acknowledge that notwithstanding clause 7.1, MLA will report on the Program in its annual report and on its website. MLA's reports *may* include:

(a) the total of MLA's contributions under the Program by region;

(b) a summary of the types of activities supported by MLA; and

(c) a list of all participants in the Program and the amount of funds received by each participant from MLA as part of the Program, for the relevant Financial Year.

8. INTELLECTUAL PROPERTY

8.1 Each party acknowledges that nothing in this agreement shall affect ownership, including third party ownership, of a party's intellectual property.

9. PRIVACY

9.1 MLA will handle any personal information You provide as part of Your application to the Program in accordance with the *Privacy Act 1988* (Cth).

10. MLA MATERIAL

10.1 Any material or information provided by MLA under this agreement remains the property of MLA. During the term of the agreement, You have a non-exclusive, non-transferable license to use those materials and that information for the purposes of this agreement.

11. RELATIONSHIP OF THE PARTIES

No partnership

11.1 Nothing in this agreement creates an agency, partnership, joint venture or employment relationship between MLA and You or any of our respective employees, agents or contractors.

No holding out

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

12. INDEMNITY

12.1 You indemnify MLA against all damages, losses, costs and expenses incurred by MLA directly arising out of:

(a) any use by You of the MLA MDP Contribution provided by MLA for purposes not approved by MLA; or

(b) any failure by You to comply with any reasonable directions by MLA in relation to the use of any funds provided by MLA.

12.2 Your liability under this clause 12 will be reduced to the extent that the relevant loss or damage was caused or contributed to by MLA.

13. INSURANCE

13.1 You must at all times maintain:

(a) adequate workers' compensation insurance as required by law for Your employees;

(b) public liability insurance for an amount of at least $10 million on a per occurrence basis; and

(c) product liability insurance of at least $10 million in aggregate.

13.2 You must, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 13.1.

14. TERMINATION

Default

14.1 MLA may terminate this agreement by written notice if You:

(a) breach any provision of this agreement and fail to remedy such breach within 7 days of being notified to do so by MLA; or

(b) breach this agreement on more than two occasions in any one-month period.

Automatic termination

14.2 MLA may terminate this Agreement with immediate effect by written notice You if:

(a) MLA is no longer the declared the industry marketing body and/industry research body

for the meat and livestock industry; or

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

Consequences of termination

14.3 If MLA terminates this agreement:

(a) MLA will reimburse You for expenses with a third party that were included in the approved Market Development Application and incurred in good faith prior to the date of the MLA's termination notice; and

(b) MLA is not required to pay any further amount of the MLA MDP Contribution.

15. FORCE MAJEURE EVENT

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

(a) promptly notifies the other party (with appropriate details); and

(b) takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.

15.2 If a Force Majeure Event continues for more than 90 days, the unaffected party may, by written notice to the other party, terminate this agreement with immediate effect.

16. MISCELLANEOUS

Notices

16.1 A notice under this agreement must be sent through Your online account with MLA or by email to the addressee's email address.

16.2 An email is deemed to have been received on sending, unless the sender receives an error message indicating that the email was not delivered to the intended recipient.

16.3 For the purposes of this agreement:

(a) MLA's email address is marketdevelopmentpartnerships@mla.com.au and

(b) Your email address is the address included in Your application as the primary contact for the Program.

Amendment

16.4 From time to time, MLA may vary the Guidelines and the Eligible Activities. MLA will make the new Guidelines or Eligible Activities (as applicable) available on its website and if the changes are significant we will also notify You in writing.

16.5 MLA will honour any Activities approved by MLA in writing prior to the notification of a change to the Guidelines or Eligible Activities.

Assignment

16.6 You may only assign a right under this agreement with the prior written consent of MLA. You are deemed to have assigned Your rights under this agreement if management or control of You is transferred to any person other than those persons who manage or control You as at the date of this agreement.

Entire agreement

16.7 This agreement 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 assurances

16.8 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.

Governing law and jurisdiction

16.9 This agreement is governed by and must be construed in accordance with the laws of New South Wales. Each party:

(a) irrevocably and unconditionally submits to the non- exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and

(b) waives any right to object to proceedings being brought in those courts for any reason.

17. DEFINITIONS AND INTERPRETATION

Definitions

17.1 In this agreement, unless the context otherwise requires:

Activity means each marketing or promotional activity approved by MLA to be conducted by You

for the purposes of meeting one or more Objectives;

Activity End Date means the date on which the Activity ends;

Activity Report means the report submitted online by You to MLA following the completion of the Activity, describing the relevant Activity and the outcome of that Activity, and including the material required under clause 2.5;

Activity Start Date means the date on which the Activity starts;

Animal Raising Claim means a claim made in the trade description or export documentation about the animal or supply chain specifically relating to animal husbandry conditions, feeding, handling, drug treatments and/or geographical references (see Beef animal raising claims and sheep meat animal raising claims);

Anticipated Activity Cost means the estimated total cost to run the Activity as set out in the Market Development Application;

Eligible Activities means the non-exhaustive list of the activities MLA will and will not co-fund as part of the Program, referred to in the Guidelines;

Eligibility Criteria mean the criteria listed in Section 2 (Eligibility) of the Guidelines which an applicant must satisfy in order to be eligible to participate in the Program;

Final Activity Cost means the actual total cost to run the Activity as set out in the Activity Report.

Financial Year means the period 1 July to 30 June;

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

Guidelines means the Market Development Partnerships Program Guidelines available at https://www.mla.com.au/globalassets/mla-corporate/marketing-beef-and-lamb/documents/international-markets/mdp/market-development-partnerships-guidelines.pdf;

Market Development Application means the application submitted for an Activity on the Program Website;

MLA MDP Contribution means the amount of funding contributed by MLA for an Activity, as explained in clauses 1.4 and 1.5;

Objective means the markeing objectives set by You and approved by MLA which align to the objectives of the Program;;

Program means the MLA Market Development Partnerships Program;

Program Website means https://mdp.mla.com.au/ ; and

You means the Australian beef, veal, lamb and/or goatmeat brand marketing company on whose behalf the application to participate in the Program is submitted and accepted by MLA.

Presumptions of interpretation

17.2 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

17.3 Unless the context otherwise requires, a word which denotes:

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

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

Market Development Partnerships

Legal terms 2024-25

Updated: May 2024

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(b) documentary evidence of payments (and the relevant amounts) made by You or Your subsidiary companies to third parties for the provision of goods and services for the purposes of enabling You to complete the Activity;

(c) evidence (such as images or documents) that the Activity has been completed and a statement about the Activity's outcome; and

(d) if payments are made in a foreign currency, inclusion of the exchange rate.

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

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(a) MLA's email address is marketdevelopmentpartnerships@mla.com.au and

(b) Your email address is the address included in Your application as the primary contact for the Program.

Amendment

16.4 From time to time, MLA may vary the Guidelines and the Eligible Activities. MLA will make the new Guidelines or Eligible Activities (as applicable) available on its website and if the changes are significant we will also notify You in writing.

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16.9 This agreement is governed by and must be construed in accordance with the laws of New South Wales. Each party:

(a) irrevocably and unconditionally submits to the non- exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and

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Anticipated Activity Cost means the estimated total cost to run the Activity as set out in the Market Development Application;

Eligible Activities means the non-exhaustive list of the activities MLA will and will not co-fund as part of the Program, referred to in the Guidelines;

Eligibility Criteria mean the criteria listed in Section 2 (Eligibility) of the Guidelines which an applicant must satisfy in order to be eligible to participate in the Program;

Final Activity Cost means the actual total cost to run the Activity as set out in the Activity Report.

Financial Year means the period 1 July to 30 June;

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

Guidelines means the Market Development Partnerships Program Guidelines available at https://www.mla.com.au/globalassets/mla-corporate/marketing-beef-and-lamb/documents/international-markets/mdp/market-development-partnerships-guidelines.pdf;

Market Development Application means the application submitted for an Activity on the Program Website;

MLA MDP Contribution means the amount of funding contributed by MLA for an Activity, as explained in clauses 1.4 and 1.5;

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Program means the MLA Market Development Partnerships Program;

Program Website means https://mdp.mla.com.au/ ; and

You means the Australian beef, veal, lamb and/or goatmeat brand marketing company on whose behalf the application to participate in the Program is submitted and accepted by MLA.

Presumptions of interpretation

17.2 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

17.3 Unless the context otherwise requires, a word which denotes:

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

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

Market Development Partnerships

Legal terms 2023-24

Updated: June 2023

TERMS

1. MARKET DEVELOPMENT APPLICATIONS

Market Development Applications

1.1 You must undertake the Activities to meet your Objectives.

1.2 For each Activity you propose to conduct, you must submit a Market Development Application online using the template available on the Market Development Partnerships Program website, for approval by MLA. You will not be able to submit a Market Development Application until all fields in the template have been completed.

1.3 MLA will review the Market Development Application and may either approve or reject it in its sole discretion. The portion of the Funds payable by MLA in respect of an approved Activity will be the "MLA Contribution" shown in the Market Development Application.

1.4 Each Market Development Application must be submitted and approved by MLA before you commence the corresponding Activity. MLA will not pay any portion of the Funds to you in respect of any Activity that is commenced by you without MLA's prior approval.

Activity Start Dates and End Dates

1.5 You must nominate an Activity Start Date and an Activity End Date as part of each Market Development Application. You may revise these dates at any time.

1.6 Email reminders will be sent 2 weeks and 1 week before the Invoice Due Date for the relevant Market Development Application.

2 ACTIVITY REPORTS

2.1 For each Activity undertaken, once completed, you must submit an Activity Report using the online form available on the Market Development Partnership Program website, for approval by MLA.

2.2 MLA will review the Activity Report and may either approve or reject it in its sole discretion. The portion of the Funds payable by MLA in respect of an approved Activity will be the "MLA Contribution" shown in your online MDP activity Report.

Specific requirements for all Activities

2.3 You acknowledge that

(a) making an Animal Raising Claim you must be able to substantiate such claims in accordance with applicable legal requirements.

Comply with all laws

2.3 You must comply with all relevant laws and regulations when performing your obligations under this agreement, including conducting the Activities and for any product claims that you make.

Insurance and benefits

2.5 You must at all times maintain:

(a) adequate workers' compensation insurance as required by law for your employees;

(b) public liability insurance for an amount of at least $10 million on a per occurrence basis; and

(c) product liability insurance of at least $10 million in aggregate.

2.6 You must, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 2.5.

3 FUNDING

Payment of Funding

3.1 Subject to this clause 3 and provided you have not breached this Agreement, MLA will, pay the Funds to you in respect of each completed Activity on or before the day that is eight weeks after the Activity Finish Date, provided you have submitted an Activity Report (for each Activity) in accordance with clause 5.

3.2 For Activities conducted in May or in June, Activity Claims (including accompanying invoices) must be submitted by 31 July. If an Activity Report is not submitted within the required timeframe, MLA will not be able to co-fund the activity.

Co-funding

3.3 If MLA has agreed (in writing) to fund all or part of the Activity upfront as set out in the Market Development Application, You will be responsible for paying to MLA the total Activity

Amount less the MLA Contribution (the Co-Contribution Amount). MLA will invoice You for the Co-Contribution Amount and You must pay MLA the Co-Contribution Amount within 30 days of the date of invoice.

Suspension of Funding

3.1 In addition to its rights under clause 12, MLA may suspend payment of any of the Funds if you:

(a) do not deliver an Activity Report within eight weeks of the Activity Finish Date, which is required under this agreement; or

(b) are in breach of any of your obligations under this agreement,

until the Activity Report has been delivered or the breach is rectified, as the case may be, to the reasonable satisfaction of MLA.

GST

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

4 ACCOUNTS AND RECORDS

Record keeping

4.1 You must ensure that you:

(a) keep complete and accurate books and records that are separate from any other books and records of your business (including any particular accounts specified by MLA):

(b) setting out details of the Activities carried out under this agreement;

(c) the expenditure of monies in relation to the Activities; and

(d) recording the deposit and expenditure of the Funds; and

(e) retain for a period of seven years after termination or expiration of this agreement all books and records relating to the Activities and the Funds.

MLA may carry out audits

4.2 MLA may arrange for the carrying out of an audit of your books and records and the books and records of your agents and contractors at the cost of MLA, unless the audit reveals any overpayment of more than 2% by MLA or noncompliance by you with the terms of this agreement, in which case you must promptly (being within 30 days) reimburse MLA the cost of the audit.

You must allow access

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

(a) allow access to your premises at reasonable times and on reasonable notice;

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

(c) require your employees, agents and contractors to produce books and records related to this agreement and allow any such documentation to be inspected and copied; and

(d) Provide full and accurate answers to any questions asked in relation to that documentation.

Clause survives termination

4.4 This clause 4 applies for the term of this agreement and for a period of seven years from the date of expiration or termination.

5 REPORTS

Activity Reports/Invoices

5.1 You must submit each Activity Report:

(a) As soon as possible and no later than eight weeks after the activity is completed; and

(b) for Activities completed in the second half of May or in June, by 31 July in the same year.

5.2 The Activity Report which must include:

(a) a valid invoice to MLA in AUD for the approved portion of the Funds allocated to the Activity;

(b) documentary evidence of payments made by You or your subsidiary companies to their designated marketing agents, to third parties (and the relevant amounts) for the

(c) provision of goods and services for the purposes of enabling you to complete the

Activity;

(d) evidence (images or documents) that the Activity has been completed and a statement about the Activity outcome; and

(e) If payments are made in a foreign currency, inclusion of the exchange rate; and MLA will pay the approved portion of the Funds in respect of the Activity within 30 days after receipt of the Activity Report, provided MLA is satisfied that you have performed the Activity to which the payment relates and there are no further clarifications or additional information required from you.

6. WARRANTIES

6.1 You represent and warrant that:

(a) you own or pay for the marketing of the brands set out in your application and you meet the Eligibility Criteria specified in paragraphs (a) and (b); and for companies marketing beef or lamb with Animal Raising Claims, paragraph (c), in Section B (Eligibility to Participate in the Program) above;

(b) all information you have provided to us regarding your eligibility to participate in the Program, including as part of the application process, is accurate and complete, and is not misleading in any respect;

(c) you will immediately notify MLA if any change in your circumstances means you no longer meet the Eligibility Criteria; and

(d) you will at all times design and carry out the Activities in a manner that is intended to benefit the Australian red meat industry.

7. CONFIDENTIALITY

7.1 MLA will keep confidential and not disclose to any person any information about your specific brand marketing strategies or Activities without obtaining your consent.

7.2 You acknowledge that notwithstanding clause 7.1, MLA will report on the Program in its annual report and on its website. MLA's reports *may* include:

(a) the total of MLA's contributions under the Program by region;

(b) a summary of the types of activities supported by MLA; and

(c) a list of all Participants and the amount of funds received by each Participant as part of the Program, for the relevant Financial Year.

8. INTELLECTUAL PROPERTY

8.1 Each party acknowledges that nothing in this agreement shall affect ownership, including third party ownership, of a party's intellectual property.

9. MLA MATERIAL

9.1 Any material or information provided by MLA under this agreement remains the property of MLA. During the term of the agreement, you have a non-exclusive, non-transferable license to use those materials and that information for the purposes of this agreement.

10. RELATIONSHIP OF THE PARTIES

No partnership

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

No holding out

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

Exclusion

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

11. INDEMNITY

11.1 You indemnify MLA against all damages, losses, costs and expenses incurred by MLA arising out of:

(a) any breach by you, your employees, and all agents and contractors of this agreement, including, without limitation,

(b) any use of the funds provided by MLA for purposes not approved by MLA;

(c) or failure to comply with any reasonable directions by MLA in relation to the use of any funds provided by MLA.

12. TERMINATION

Default

12.1 If you:

(a) go into liquidation, have a receiver or receiver and manager appointed to you or any part of your assets, enter into a scheme of arrangement with creditors or suffer any other form of external administration;

(b) fail, within 7 days after receipt of notice, to remedy any breach of your obligations under this agreement which is capable of remedy;

(c) breach any provision of this agreement which is not capable of remedy; or

(d) persistently breach your obligations under this agreement,

MLA may, by notice to you, immediately terminate this agreement.

Termination

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

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

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

Consequences of termination

12.3 If MLA terminates this agreement or discontinues the Program under clause 12.2:

(a) MLA will reimburse the Participant for expenses with a third party that were included in the approved Market Development Application and incurred in good faith prior to the date of the MLA's termination notice.

(b) MLA is not required to pay any **further** amount of the Funds.

13. FORCE MAJEURE EVENT

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

(a) promptly notifies the other party (with appropriate details); and

(b) takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.

13.2 If a Force Majeure Event continues for more than 90 days, the unaffected party may, by written notice to the other party, terminate this agreement with immediate effect.

14. MISCELLANEOUS

Notices

14.1 A notice under this agreement must be sent through a Participant's online account or by email to the addressee's email address.

14.2 An email is deemed to have been received on sending, unless the sender receives an error message indicating that the email was not delivered to the intended recipient.

14.3 For the purposes of this agreement:

(a) MLA's email address is marketdevelopmentpartnerships@mla.com.au and

(b) your email address is the address included in your application and the primary contact for the MDP program.

Amendment

14.4 From time to time, MLA may vary the Guidelines and the Eligible Activities. MLA will make the new Guidelines or Eligible Activities (as applicable) available on its website and if the changes are significant we will notify you in accordance with clause 14.

14.5 MLA will honour any Activities approved by MLA in writing prior to the notification of a change to the Guidelines or Eligible Activities.

Assignment

14.6 You may only assign a right under this agreement with the prior written consent of MLA. You are deemed to have assigned your rights under this agreement if management or control of you is transferred to any person other than those persons who manage or control you as at the date of this agreement.

Entire agreement

14.7 This agreement 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.

14.8

Further assurance

14.9 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.

Governing law and jurisdiction

14.10 This agreement is governed by and must be construed in accordance with the laws of New South Wales. Each party:

(a) irrevocably and unconditionally submits to the non- exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and

(b) waives any right to object to proceedings being brought in those courts for any reason.

15. DEFINITIONS AND INTERPRETATION

Definitions

15.1 In this agreement, unless the context otherwise requires:

Activity means each marketing or promotional activity approved by MLA to be conducted by you for the purposes of meeting one or more Objectives;

Activity Report means the reimbursement and report submitted online by you to MLA following the completion of the Activity, describing the relevant Activity and the outcome of that Activity, and including the material required under clause 5.2 to MLA;

Animal Raising Claim means a claim made in the trade description or export documentation about the animal or supply chain specifically relating to animal husbandry conditions, feeding, handling, drug treatments and/or geographical references.(Beef animal raising claims and sheep meat animal raising claims)

Eligible Activities means the non-exhaustive list of the activities MLA will and will not co-fund as part of the Program, referred to in Section A above and available on MLA's website;

Eligibility Criteria mean the criteria listed in Section B above which an applicant must satisfy in order to be eligible to participate in the Program;

Financial Year means the period 1 July to 30 June;

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

Guidelines means the guide showing the level of funding available to participants in the Program, referred to in Section A above and available on MLA's website;

Participant means Australian beef, veal, lamb and goatmeat brand marketing company who has an approved Market Development Partnerships Program with MLA; and

You means the company on whose behalf the application to participate in the Program is submitted.

15.2 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

Presumptions of interpretation

15.3 Unless the context otherwise requires, a word which denotes:

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

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