

**Request for Tender for Levy and Co-Contributor
Producer Demonstration Site Projects
Terms of Reference for 2019/20 Open Call**

Timing:

Stage	Date
Preliminary applications in response to terms of reference for PDS projects close	30 August 2019
Successful and unsuccessful preliminary applicants notified	27 September 2019
Successful preliminary applicants to submit full applications	18 October 2019
Successful and unsuccessful full applications notified	08 November 2019
New producer demonstration site projects commence subject to MLA approval processes and consultant acceptance of MLA standard MLA terms and conditions.	December 2019/January 2020

Purpose and background

Meat & Livestock Australia (MLA) is committed to partnering with producer groups to improve business profitability and productivity. Producer Demonstration Sites (PDS) aim to increase the rate of adoption of key management practices and technologies that improve business profitability, productivity and sustainability through livestock producers pursuing new skills, management practices in their own commercial livestock production systems.

The PDS program underpins MLA’s research, development and adoption (RD&A) programs by supporting groups of producers to demonstrate, adapt and validate the triple bottom line benefits of integrating new management practises, research and development outputs and associated skills within the context of their commercial production systems. The key outcome of a PDS is producer adoption of the demonstrated management practices resulting in improved business performance.

Since the implementation of the 2015-20 Producer Demonstration Site (PDS) program framework, the PDS program has held five national open calls for PDS projects. Whilst the current PDS program has been very successful in the temperate livestock regions, on review of the program it was established that further enhancements could result in achieving greater outcomes in more regions. This included some key learnings from the Producer Innovation Fast Track (PIFT) program.

The new 2020-2025 program will continue to pursue the core aims of the program, though incorporate key learnings from PIFT and other enhancements. The program has two funding streams:

1. Levy PDS Projects

This stream expands on the previous PDS program by offering greater flexibility and longer timelines to achieve outcomes in more regions and project types e.g. genetics. These projects

are funded 100% by producer levies. These projects must align with the PDS priorities identified by the Research Advisory Councils (RACs).

2. Co-Contributor PDS Projects

This stream aims to achieve the same outcomes as the Levy PDS stream, though offers the opportunity for producers to co-invest, and as a result, be able to access further funding to enhance the project. Producer co-investment is matched through the MLA Donor Company (MDC). These projects must align with industry priorities and targets e.g. Meat Industry Strategic Plan and MLA Strategic Plan targets.

MLA is calling for preliminary applications for Levy & Co-Contributor PDS projects related to improving **sheep enterprise and/or beef cattle enterprise business profitability and productivity** and that are able to commence during 2020 (Note: communications and monitoring & evaluation plans will be due in a month from contracting as part of the first milestones of each project).

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 a minimum of three different properties and at a commercially relevant scale. Flexibility is be offered for projects in extensive regions.
- Have a core group of a minimum ten producers directly involved in the project (with a larger network of producers (observers) keen to attend workshops or field days to learn about outcomes. Flexibility in numbers is offered for projects in extensive regions.
- 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 research on a problem/issue.
- Have a robust method designed to lead to an outcome, including controls for comparison
- Have a suitably skilled facilitator to guide group activity, coordinate extension activities, ensure protocols are implemented and report back to MLA.
- Include extension and communication activities to extend key messages and learnings beyond the core group.
- Implement monitoring, evaluation and reporting (MER) processes to demonstrate producer engagement, practice change and benefit to the production businesses and wider industry. All projects will be required to develop a MER plan using MLA's standard framework within one month of commencing, and support will be available to assist facilitators with development. 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 regarding 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.
- Demonstrations 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 and beef cattle producer groups to validate and demonstrate the business value of integrating new technologies and on-farm management practices into local production systems. All MLA contracts will be with a company or other legal entity excluding individuals/sole traders. For unincorporated producer groups, arrangements should be made for contracting through an affiliated company.

Where the intended contracted party is a Trustee (on behalf of a trust), MLA will require copies of ID for all Trustees along with a copy of the Trust Deed.

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?

Levy PDS Projects

Producer groups engaged in Levy PDS projects will be able to access up to **\$25,000 per year**, for the length of the project (Minimum **two** years, maximum **six** years).

Co-Contributor PDS projects

Producer groups engaged in Co-Contributor PDS projects will be able to access up to **\$50,000 per year (plus access fee)**, for the length of the project (minimum **two** years, maximum **six** years).

Funding for these projects will be split as follows:

- 50% Levy
- 25% Producer contribution
- 25% MDC
- 8% access fee (of total project value)

Refer to Co-Contributor Cash-Flow Frequently Asked Questions (FAQ) for further detail on the process of investing in Co-Contributor PDS projects available on the [MLA Website](#).

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 could investigate sponsorship, share or leasing arrangements)
- Items of significant private benefit e.g. DNA testing of whole flocks
- Purchase of animals
- Fencing and infrastructure

Priority areas:

Levy PDS:

MLA is seeking proposals for Levy PDS program 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) PDS priorities outlined below:

Category	Priority	Region		
		NABRC	SALRC	WALRC
Animal Health & Welfare	Demonstration of the tools and management strategies available to transition to a non-mulesed flock. <ul style="list-style-type: none"> • Worm control • Chemical treatments • Manipulating the times of wool removal • Flyboss tools • Genetic selection • Forecasting/prediction tools 			●
	Demonstrate the benefits of addressing mineral deficiencies and the mechanisms for delivery in extensive regions.	●		●
	Demonstrate productivity and welfare benefits from improved water management systems and practices (quantity and quality)	●		●
Feedbase Productivity	Demonstrate pasture/shrub selection and management to increase persistence and productivity under an increasingly variable climate.		●	●
	Demonstrate effective management strategies to address the autumn/winter feed gaps in the Mediterranean zone to increase productivity, reduce risk and improve profitability.			●

	Demonstrate the application of improved grazing practices to benefit productivity and sustainability, including the use of commercial tools and technologies.	●	●	●
	Demonstrate feedbase species and systems specifically suited to low and medium rainfall mixed farming zones (<400mm pa), resulting in impact of the whole farm production system (e.g. Animal productivity).		●	●
Production System	Demonstrate adaption to climate variability within a region through business planning, enterprise mix and risk management strategies.	●	●	●
	Demonstrate farm level benefits (production, animal welfare, ecological and social) from control of abundant (kangaroos, deer, goats and rabbits) and/or predator species (wild dog, foxes, cats and pigs) and/or plant pests/weeds through currently available exclusion and/or control programs.	●	●	●
	Demonstrate the effectiveness of benchmarking and implement practice change to improve business performance (sustainability, productivity, profitability, welfare).			●
	Demonstrate the application of commercially available technologies to address production efficiencies and address labour shortfalls, particularly in extensive systems.	●	●	●
Beef/Sheep Productivity	<p>Demonstrate improvements in sheep reproductive performance and mortality rates through the adoption of selected management techniques. Management techniques are to be aligned to agro-ecological zones and management capabilities of the site. A minimum of three management techniques from the following should be considered;</p> <ul style="list-style-type: none"> • ewes physical assessment prior to joining • joining length • nutritional management • pregnancy scanning for multiples and early versus late • management of twin and single bearing ewes • wetting and drying • predator control • lambing group size • Shelter • EID to inform culling strategy • Feeding strategies • Genetics (i.e. the effective use of breeding values to meet breeding objectives), balanced with structural and reproductive soundness • Reproductive diseases <p>Include group activities run by skilled facilitator (i.e. vet) to identify time & cause of loss.</p>		●	●

	<p>Demonstrate improvements in cattle reproductive performance and weaning rates through the adoption of selected management techniques. Management techniques are to be aligned to agro-ecological zones and management capabilities of the site. Management techniques to be considered for demonstration include;</p> <ul style="list-style-type: none"> • replacement heifer selection and heifer management up to and through their 1st & 2nd calf • cow physical assessment prior to joining • joining length • Feedbase/nutritional management • pregnancy testing and foetal aging • reproductive disease management e.g. BVDV • predator control • Genetics (i.e. the effective use of breeding values to meet breeding objectives), balanced with structural and reproductive soundness • benchmarking • Other 	●	●	●
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Co-Contributor PDS:

MLA is seeking proposals for the Co-contributor PDS program aligning with industry priorities and targets (refer to [MISP](#), [BISB](#), [SISP](#) and [MLA Strategic plan](#) for industry issues/priorities and targets).

NB: the cash contribution must come from producers participating in the project, not from other organisation e.g. government or universities.

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 MER of on-farm projects.
2. Define and describe what the PDS project intends to achieve. This should include:
 - a. What is the practical problem or need that the group aims to address?
 - b. What is the current level of adoption of the targeted management practice(s)?
 - c. How will the targeted management practices improve business profitability and productivity i.e. what will be the outcome of the project?
 - d. What is the potential scale of benefit to businesses?
3. Identify the PDS group facilitator and the producer Chair.
4. Submit a Preliminary Application (max 5 pages) outlining your proposed project. The Preliminary Application should be submitted on or before **30 August 2019**.
Preliminary Application forms can be obtained [here](#).
5. All preliminary applicants will be notified of acceptance or otherwise by **27 September 2019**. If your Preliminary Application has been accepted, you will then need to prepare a Full Application using the PDS Full Application form and submit to MLA by **18 October 2019**.
Full application form can be obtained [here](#).

6. 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.
7. All successful applicants will be notified by **8 November 2019**.
8. Projects will be contracted and ready to commence by **December 2019/January 2020**

For further information on preparing and submitting an application please refer to the PDS Application guidelines available [here](#).

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 within the preliminary application form must be completed. Where invited to submit a full application, the Full Application Form must be completed in full.
5. Annexure 1 contains the terms of the agreement which MLA wishes to enter into with the successful tenderer for Levy PDS projects. Annexure 2 contains the terms of agreement which MLA wishes to enter into with the successful tenderer for Co-Contributor projects. 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 for Levy PDS projects and Annexure 2 for Co-Contributor PDS projects 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 3 contains a tender declaration to be completed by the tenderer.
8. Annexure 4 contains a MDC cash contribution declaration to be completed by the tenderer when submitting an application for a co-contributor PDS.

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

Selection Criteria & Review process

Selection of preliminary applications and full applications will be based on the following criteria

1. A very clear and measurable objective(s)
2. Alignment with NABRC, SALRC and WALRC regional priorities for Levy PDS applications or alignment with industry issues and targets for Co-Contributor PDS applications.
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.

Levy PDS applications:

A panel of NABRC, SALRC & WALRC producer representatives, MLA RD&A Managers, and the PDS National Coordinator will assess preliminary applications.

MLA Research Development & Adoption Managers and the PDS National Coordinator will assess full applications.

Co-Contributor PDS applications:

MLA RD&A Managers and the PDS National Coordinator will assess both preliminary and full applications.

Additional commitments

- PDS project facilitators 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 including post the project.
- 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
- David Packer, MLA Program Manager, Producer Adoption, Phone: 0448 113 559, email: dpacker@mla.com.au
- Russell Pattinson, PDS Coordinator, Phone 0419 872 684; Email: miracleredog@bigpond.com
Please Note: Russell is on leave from 29th July – 23rd August

ANNEXURE 1 MLA's STANDARD CONSULTANCY TERMS FOR LEVY PDS PROJECTS

Applicable to LEVY PDS Applications ONLY

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

2019

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

1.1. Definitions

1.1.1. 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.

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

1.2. Presumptions of interpretation

Unless the context otherwise requires a word which denotes:

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

1.3. Successors and assigns

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

2. APPOINTMENT OF THE CONSULTANT

2.1. 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.

2.2. Nominated Persons

The Consultant:

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

3. OBLIGATIONS OF THE CONSULTANT

3.1. Liaison

The Consultant must:

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

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

3.2. Directions

The Consultant must:

- (a) comply with all reasonable and lawful directions of MLA from time to time concerning the Services; and
- (b) 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).

3.3. Comply with all laws

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

3.4. Insurance

3.4.1. The Consultant must at all times maintain:

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

3.4.2. The Consultant must, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 3.4.1.

3.5. Privacy

3.5.1. The Consultant must:

- (a) comply with the Privacy Act 1988, including its Australian Privacy Principles;

- (b) not disclose any personal information under or in connection with this agreement to any entities located outside of Australia without MLA's prior written consent; and
- (c) ensure that all of its subcontractors comply with this clause 3.5.

3.5.2. Without limiting clause 3.5.1:

- (a) in relation to any personal information that the Consultant provides to MLA under this agreement, the Consultant warrants that it has:
 - (i) before providing the personal information to MLA, notified all individuals to whom the personal information relates that it will be disclosing their personal information to MLA for the purposes of this agreement and obtained any required consent to such disclosure; and
 - (ii) provided the individuals with the location of where MLA's privacy policy can be found;
- (b) in relation to any personal information provided to the Consultant by MLA under this agreement, the Consultant must:
 - (i) only store, use, disclose or otherwise handle the information for the specific purposes for which it was provided to the Consultant under this agreement; and
 - (ii) co-operate with any reasonable request or direction of MLA which relates to the protection of the information; and
- (c) 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.

3.6. Work Health and Safety

- 3.6.1. The Consultant acknowledges that MLA has engaged the Consultant for its expertise in providing the Services under the agreement.
- 3.6.2. 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.
- 3.6.3. The Consultant acknowledges that it is solely responsible for all preparation and co-ordination required for the provision of the Services at a Site.
- 3.6.4. 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.
- 3.6.5. Without limiting clause 3.6.4, the Consultant must:

- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) 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;
 - (f) 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;
 - (g) 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.
- 3.6.6. 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.
- 3.6.7. 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.
- 3.6.8. 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.
- 3.6.9. 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.
- 3.6.10. Failure by the Consultant to comply with any work health and safety provisions of the agreement is a material breach of the agreement.
- 3.6.11. 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.

- 3.6.12. 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.
- 3.6.13. 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.

4. FEES AND EXPENSES

4.1. 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.

4.2. 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:

- (a) obtains MLA's prior written consent before incurring any travel or accommodation expenses not specified in the schedule; and
- (b) gives MLA:
 - (i) 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
 - (ii) all assistance reasonably required by MLA to verify the expenses incurred.

4.3. 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:

- (a) the Consultant must after the end of each period or milestone specified in the schedule provide to MLA an invoice setting out details of:
 - (i) the Services provided, time worked and fees payable; and
 - (ii) expenses incurred,in that period; and
- (b) MLA must pay the invoice within 1 month after receipt of it.

5. CONFIDENTIALITY

5.1. Consultant to maintain

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

- (a) except in the proper course of performance of this agreement, disclose to any person without the previous consent in writing of the other party:
 - (i) the terms of this agreement;
 - (ii) any Confidential Information or
 - (iii) any other know how or trade secrets arising out of the provision of the Services; or
- (b) 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.

5.2. Third party disclosure

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

- (a) prevent its disclosure directly or indirectly to any person other than in accordance with this agreement; and
- (b) 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.

6. INTELLECTUAL PROPERTY

6.1. Assignment

- 6.1.1. 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.
- 6.1.2. 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.

6.2. Consultant Background IP

- 6.2.1. During the term of this agreement the Consultant must make available the Consultant Background IP to be provided by it.
- 6.2.2. 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.
- 6.2.3. 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.
- 6.2.4. 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.

6.3. Licence to the Consultant

- 6.3.1. 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.

6.4. 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.

7. WARRANTY

The Consultant warrants that:

- (a) 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;

- (b) it, its officers and employees, the Nominated Persons and all agents and contractors have the necessary experience, skill and ability to properly provide the Services on the terms set out in this agreement;
- (c) the Services will be provided in a professional manner and conform to a standard of competence equal to that normally employed by consultants of good standing for services of a magnitude and nature similar to the Services;
- (d) it is compliant with all workers' compensation insurance requirements, superannuation contributions and tax payments for and on behalf of its workers.

8. MATERIAL

8.1. 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.

8.2. 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.

8.3. Safekeeping

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

9. RELATIONSHIP OF THE PARTIES

9.1. 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.

9.2. No holding out

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

9.3. Exclusion

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

10. SUBCONTRACTORS

10.1. Consent

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

10.2. 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:

- (a) undertake obligations of confidentiality in substantially the same terms as clause 5;
- (b) assign to MLA the Intellectual Property in any materials created under the engagement; and
- (c) maintain such insurance in such amounts as MLA may specify.

11. 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:

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

12. INDEMNITY

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

- (a) any breach by the Consultant of this agreement; or
- (b) 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.

13. TERMINATION

13.1. Notice

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

13.2. Default

If the Consultant:

- (a) 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;
- (b) fails, within 7 days after receipt of notice, to remedy any breach of its obligations under this agreement which is capable of remedy;
- (c) breaches any provision of this agreement which is not capable of remedy; or
- (d) 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.

14. DISPUTE RESOLUTION

14.1. Dealing with disputes

14.1.1. 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.

14.1.2. 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.

14.2. Resolution by management

14.2.1. 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.

14.2.2. 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.

14.3. Conciliation

- 14.3.1. Disputes must be submitted to conciliation in accordance with and subject to the Institute of Arbitrators Australia Rules for the Conduct of Commercial Conciliations.
- 14.3.2. 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.

15. 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).

16. MISCELLANEOUS

16.1. Notices

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

- (a) delivering it to the address of the addressee;
- (b) sending it by pre-paid registered post to the address of the addressee;
- (c) sending it by facsimile to the facsimile number of the addressee; or
- (d) 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.

16.1.2. 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.

16.1.3. An email is deemed to have been received on the date shown by a printed "read receipt" generated by the sender's computer.

16.2. Amendment

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

16.3. Assignment

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

- 16.3.2. 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.

16.4. Entire agreement

- 16.4.1. This agreement embodies the entire understanding and agreement between the parties as to its subject matter.
- 16.4.2. 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.

16.5. 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.

16.6. Governing law and jurisdiction

- 16.6.1. This agreement is governed by and must be construed in accordance with the laws of New South Wales.
- 16.6.2. Each party:
- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
 - (b) waives any right to object to proceedings being brought in those courts for any reason.

16.7. 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

Activity	Key Message
Final Report	<p>The Final report must:</p> <ul style="list-style-type: none"> • 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). <p>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.</p>

**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 – Risk Framework

DRAFT

ANNEXURE 2 's STANDARD CONSULTANCY TERMS FOR CO-CONTRIBUTOR PROJECTS

Applicable to Co-Contributor PDS Applications ONLY

DRAFT

DRAFT

**Agreement
for the funding and conduct of a
Co-Contributor Producer Demonstration Site project**

BETWEEN

MLA DONOR COMPANY LIMITED

ABN 49 083 304 867

AND

MEAT & LIVESTOCK AUSTRALIA LIMITED

ABN 39 081 678 364

AND

COMPANY

ABN XX XXX XXX XXX

P.PSH.xxxx

PARTIES

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

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

COMPANY ABN XX XXX XXX XXX of [insert street address, suburb and state] (**Participant**)

Background

- A The parties have agreed to conduct the Project on the terms set out in this agreement.
- B The parties acknowledge that under the terms of this agreement, the Project Schedule may require MLA to appoint the Participant to conduct part or all of a Project, namely the Project Component and it may require MLA to appoint a third party to conduct part or all of the Project.
- C 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 Projects, if successful, will be beneficial to the industry or the broader Australian community.

Agreements

1 Definitions and interpretation

Definitions

- 1.1 Where commencing with a capital letter:

Assets means any asset described in the Project Schedule, provided by MLA or acquired by the Participant for the purpose of the Project or developed in the course of the 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 Project Schedule;

Budget means the budget for the Project set out in the Project 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;

Component IP means the Intellectual Property which arises out of the Project Component;

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:

- (a) the Participant, the monetary contribution to the Project set out in the Budget;
and
- (b) MLA, the Matching Payment and any other payment specified in the Budget;

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 of this agreement;

Funds means the funds specified in the Budget;

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

In-Kind Contributions means the in-kind contributions to be provided by the Participant as specified in the Project 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;

Interest means the proportionate interest of each party set out in the Project Schedule;

Matching Payment means a payment by the Commonwealth to MLA for a Project under section 66(1)(b) of the *Australian Meat and Live-stock Industry Act 1997* (Cth) which is equal to the matched Contributions of the Participant to the Project as set out in the Project Schedule;

Milestone means a milestone specified in the Project Schedule;

MLA Material means all MLA material or information provided by MLA to the Participant in connection with the Project;

Nominated Persons means the persons named in the Project Schedule and such other persons approved in writing by MLA to work on the Project Component on behalf for or on behalf of the Participant;

Project means the project described in the Project Schedule;

Project Access Fee means, in relation to the Project and subject to clause 3.11, an Access fee calculated in accordance with the Project Schedule;

Project Component means the component of the Project (the component may be the entire Project) that the Participant conducts, as specified in the Project Schedule.

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

Project Schedule means the schedule setting out Project details annexed to this agreement; and

Site means any premises owned or controlled by the Participant at which any part of the Project is conducted.

Interpretation

- 1.2 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.3 Unless the context otherwise requires a word which denotes:
 - 1.3.1 the singular denotes the plural and vice versa;
 - 1.3.2 a person includes an individual, a body corporate and a government; and
 - 1.3.3 a person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this agreement.

2 Structure of this agreement

General

- 2.1 The parties have agreed to fund and conduct the Project in accordance with the terms of this agreement (including the Project Schedule).

Consistency

- 2.2 To the extent of any inconsistency between the terms of this agreement and the Project Schedule, the terms of this agreement will prevail.

3 Contributions to a Project

Warranty

- 3.1 The Participant warrants that:
 - 3.1.1 its cash contributions are producer funds only;
 - 3.1.2 no part of its Contributions are derived from Commonwealth funds; and
 - 3.1.3 the source of the Participant's Contributions set out in the Project Schedule is accurate and complete.

Payment

- 3.2 The Participant must pay its Contribution for the Project to the Donor Company in accordance with the Budget.
- 3.3 The Participant must provide the In-Kind Contributions, if any, in accordance with the Project Schedule.
- 3.4 The Donor Company must pay the Participant's Contribution to MLA in accordance with the Project Schedule and MLA must allocate it to the project account for the purposes of the Project (**Project Account**).
- 3.5 MLA must allocate its Contribution for the Project to the Project Account.
- 3.6 MLA will from the Project Account make the payments specified in the Budget for the Project provided that:
 - 3.6.1 the goods and services to which each payment relates are provided to the reasonable satisfaction of MLA; and
 - 3.6.2 MLA receives all payments by third parties specified in the Project Schedule.

Suspension of funding

- 3.7 In addition to its rights under clause 14, MLA may suspend payment of any of the Funds for the Project if the Participant:
 - 3.7.1 does not achieve a Milestone; or
 - 3.7.2 is in breach of any of its obligations under this agreement in relation to the Project,until the Milestone is achieved or the breach is rectified, as the case may be, to the reasonable satisfaction of MLA.

Assets

- 3.8 The Participant must, with the Funds, and in accordance with the Budget, purchase the assets specified in the Budget.
- 3.9 The Participant is solely responsible for the safekeeping, maintenance and control of any Assets used for the Project and for all other costs and liabilities associated with the Assets.
- 3.10 The Participant must not encumber or, subject to clause 14, Dispose of any Asset.

Project Access Fee

- 3.11 The parties agree that MLA is entitled to be paid the yearly Project Access Fee from the Contributions allocated to the Project Account.
- 3.12 The Project Access Fee increases in proportion to any increase in total Contributions. If the Project completion date referred to in the Project Schedule is extended, the yearly Project Access Fee during the extension (pro rata for part of a year) is the greater of the Project Access Fee for the previous 12 month period and the increased Project Access Fee payable as a result of any increase in total Contributions.

Role of the Donor Company

- 3.13 The Donor Company appoints MLA as its agent for the purposes of:
- 3.13.1 receiving the Participant's Contribution paid to it under clause 3.4;
 - 3.13.2 managing the Contributions and the Project;
 - 3.13.3 entering into agreements with third parties (**Third Party Agreements**); and
 - 3.13.4 exercising its rights and managing its obligations under Third Party Agreements.

4 Conduct of a Project

Third parties' conduct of all or part of a Project

- 4.1 If the Project Schedule specifies that a third party is to conduct all or part of that Project, MLA will engage that party to conduct that part of the Project unless the Project Schedule specified otherwise.

The Participant's conduct of all or part of a Project

- 4.2 If the Project Schedule specifies that the Participant is to conduct the Project Component, MLA appoints the Participant to conduct the Project Component and the Participant accepts that appointment.
- 4.3 The Participant must conduct the Project Component:
- 4.3.1 in accordance with all relevant laws and regulations and any applicable industry standards or guidelines;
 - 4.3.2 in accordance with the Milestones and the Budget and otherwise comply with the requirements set out in the Project Schedule;
 - 4.3.3 in accordance with all reasonable and lawful directions of MLA from time to time concerning the Project Component, except to the extent that the direction would prevent the Participant from complying with clause 4.3.6;
 - 4.3.4 to the best of its skill and ability;
 - 4.3.5 using appropriately qualified, competent and skilled Personnel necessary for the proper conduct of the Project Component; and
 - 4.3.6 without limiting clause 4.3.1, in accordance with all applicable occupational health and safety laws and regulations and applicable industry codes of practice and Australian Standards.
- 4.4 Without limiting the Participant's obligations under this clause 4, the Participant must, in conducting the Project Component:
- 4.4.1 only apply the Funds and the Assets for the purposes of the Project and in accordance with the Budget and the Milestones;
 - 4.4.2 not vary the Project, the Budget or the Milestones without MLA's prior written consent.

- 4.4.3 liaise with MLA; and
- 4.4.4 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 conduct of the Project Component.

Personnel

- 4.5 The Participant:
 - 4.5.1 must, subject to the terms of this agreement, cause the Nominated Persons to conduct the Project Component;
 - 4.5.2 undertakes that the Nominated Persons and all persons who assist in conducting the Project Component will perform that work to the best of their skill and ability; and
 - 4.5.3 must provide each Nominated Person with a copy of this agreement and take all reasonable steps to explain it to them.

Warranty

- 4.6 The Participant warrants that:
 - 4.6.1 the conduct of the Project Component will not infringe any other person's Intellectual Property rights (excluding patent rights);
 - 4.6.2 to the best of its knowledge and belief after due enquiry, the conduct of the Project Component will not infringe the patent rights of any other person;
 - 4.6.3 the parties will be entitled to use the Component IP without the consent of any other person;
 - 4.6.4 it, its employees, the Nominated Persons and its agents and contractors have the necessary experience, skill and ability to properly conduct the Project Component on the terms set out in this agreement; and
 - 4.6.5 the Project Component will be conducted 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 Project Component.

Capturing Component IP

- 4.7 The Participant must:
 - 4.7.1 provide MLA with all information in its possession regarding Component IP which has been developed or is in the process of being developed;
 - 4.7.2 ensure that those of its employees, agents and contractors who conduct the Project Component:
 - (a) identify Component IP generated or developed by them;
 - (b) promptly communicate details of Component IP to MLA; and

(c) assign ownership of Component IP in accordance with clause 7.

- 4.8 If MLA considers that a particular development warrants pursuing patent protection, or other form of intellectual property protection, the Participant must apply for, maintain and prosecute that intellectual property protection in accordance with the parties' respective Interests.
- 4.9 Each party must give the other prompt notice of any infringement or threatened infringement of Component 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 Component IP.
- 4.10 Costs incurred by the parties under clauses 4.8 and 4.9 must be borne by them in proportion to their respective interests.

Safety

- 4.11 Without limiting its obligations under the clause 4, the Participant must ensure that its employees, agents and contractors, any MLA employees and any other person involved in the Project or attending a Site during a Project are, before they enter the Site:
- 4.11.1 properly trained, informed, supervised and instructed in the use of plant and equipment involved in the Project;
 - 4.11.2 provided with all necessary personal protective equipment for work performed in connection with the Project; and
 - 4.11.3 provided with any other information, instruction and supervision including but not limited to induction training, to ensure their health and safety while carrying out the Project or while on the Site,
- relevant to their access to the Site and, if any, the task to be performed and, in any event, so as to ensure their health and safety while on the Site.
- 4.12 The Participant is solely responsible for all preparation and co-ordination required for the conduct of the Project at a Site and, without limiting its obligations under this clause 4, the Participant must:
- 4.12.1 at all times exercise all necessary precautions to ensure that the health and safety of any person on or near a Site is not compromised by the conduct of the Project at that Site;
 - 4.12.2 stop work on a Project if a safety risk arises and immediately notify MLA; and
 - 4.12.3 not resume work until it is satisfied that the safety risk has been eliminated or, if elimination of the risk is not reasonably practicable, controlled.

5 Accounts and records

Accurate record keeping

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

- 5.1.1 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):
 - (a) setting out details of all work carried out under in relation to the Project Component;
 - (b) recording the deposit and expenditure of Funds; and
 - (c) recording the contribution and details of In-Kind Contributions in relation to the Project;
- 5.1.2 permit MLA, at any time and without prior notice, through its officers, agents or advisers authorised on its behalf, to examine and inspect any material in the possession of the Participant which is relevant to the Project or this agreement, including any books and records, and provide all necessary facilities for that purpose;
- 5.1.3 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; and
- 5.1.4 retain for a period of seven years after termination or expiration of this agreement all books and records relating to the Funding.

MLA may carry out audits

- 5.2 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 at the cost of MLA, unless the audit reveals that 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

- 5.3 The Participant must cooperate with MLA or its representatives, in the conduct of an audit and, for that purpose, must:
 - 5.3.1 allow access to the Participant's premises at reasonable times and on reasonable notice;
 - 5.3.2 procure access to the premises of all agents and contractors at reasonable times and on reasonable notice;
 - 5.3.3 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
 - 5.3.4 provide full and accurate answers to any questions asked in relation to that documentation.

Clause survives termination

- 5.4 This clause 5 applies for the term of this agreement and for a period of seven years from the date of expiration or termination.

6 Background IP

Provision

- 6.1 Each party will make available its Background IP for the Project.
- 6.2 Subject to the terms of this agreement:
- 6.2.1 the parties; and
- 6.2.2 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 or dissemination of the Project IP in accordance with this agreement.

Warranty

- 6.3 Each party warrants that:
- 6.3.1 to the best of its knowledge and belief:
- (a) it is the owner of, or is otherwise entitled to provide, the Background IP under this agreement without the consent of any other person; and
- (b) except to the extent disclosed in the Project Schedule, that Background IP is unencumbered; and
- 6.3.2 it will not Dispose of or Commercialise that Background IP so as to prejudice in any way the use by the parties of the Background IP for the Project or Commercialisation or dissemination of Project IP in accordance with this agreement.

7 Project IP

Ownership

- 7.1 Any Project IP will be owned by the parties in accordance with their respective Interests.
- 7.2 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.
- 7.3 No party may Dispose of its Interest in Project IP without the prior written agreement of the other parties.
- 7.4 MLA will have a royalty-free right to use Project IP for its internal purposes and reporting to and complying with its obligations to industry bodies, including peak councils, government and government agencies and authorities.

Commercialisation

- 7.5 A party may only Commercialise or disseminate the Project IP with the prior written consent of the other parties.
- 7.6 Clauses 7.3 and 7.5 do not apply to MLA if MLA's Interest is 100%.

Intellectual Property protection

- 7.7 If MLA considers that a particular development warrants pursuing patent protection, or other form of Intellectual Property protection, the Participant must provide all reasonable assistance to MLA and if requested apply for, maintain and prosecute that Intellectual Property protection in accordance with the parties' respective Interests.
- 7.8 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.
- 7.9 Costs incurred by the parties under clauses 7.7 and 7.8 must be borne by them in proportion to their respective Interests unless agreed otherwise.

8 Confidentiality

Confidentiality Obligations

- 8.1 Subject to this agreement, each party must during and after the term of this agreement:
- 8.1.1 keep Project IP and the Confidential Information of the other parties confidential;
 - 8.1.2 use Project IP and the Confidential Information of the other parties only as contemplated by this agreement; and
 - 8.1.3 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 8.

Exclusions

- 8.2 The obligations on each recipient of Confidential Information under this agreement do not apply to any Confidential Information which:
- 8.2.1 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;
 - 8.2.2 is in the public domain;
 - 8.2.3 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

- 8.2.4 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.

MLA

- 8.3 This clause 8 does not apply to MLA in respect of Project IP for the Project if MLA's Interest for that Project is 100%.

Publications and public announcements

- 8.4 Neither party will publish, disseminate or otherwise communicate any information relating to the Project or its results without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 8.5 The Participant must ensure that any publication, dissemination or communication permitted under clause 8.4:
- 8.5.1 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
- 8.5.2 is carried out in consultation with the MLA communications team, and that the Participant has obtained MLA's prior written approval in relation to all communications material relating to the Project or its results.

Termination

- 8.6 On expiry of the Project, each party will, on request from another party, return to that party its Confidential Information related to the Project and on termination of this agreement each party must, on request from another party, return all of the other party's Confidential Information.

9 Material

MLA Material

The MLA Material remains the property of MLA and, on termination of the Project, the Participant must immediately on request from MLA return the MLA Material related to the 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.

Safekeeping

- 9.1 The Participant is responsible for the safekeeping and maintenance of the MLA Material and Component IP and must ensure that the MLA Material and the Component IP are used, copied, supplied or reproduced only for the purposes of this agreement.

Legal Requirement

- 9.2 The Participant may retain one hard copy of the MLA Material reasonably necessary for the Participant to comply with any statutory obligation to do so.

10 Subcontractors

Other contractors

- 10.1 The Participant will not without the prior written consent of MLA engage any other agent or contractor to work with the Participant in conducting the Project Component or otherwise assist the Participant in performing its obligations under this agreement.

Terms

- 10.2 If the Participant engages any agent or contractor to work with the Participant in conducting the Project Component or otherwise assist the Participant in performing its obligations under this agreement, the terms of engagement must contain terms requiring the agent or contractor to:
- 10.2.1 undertake obligations of confidentiality in substantially the same terms as clause 8;
 - 10.2.2 assign to the Participant all Intellectual Property created under the engagement; and
 - 10.2.3 maintain such insurance in such amounts as MLA may specify.

11 Insurance

Maintenance

- 11.1 The Participant will:
- 11.1.1 at all times maintain:
 - (a) workers' compensation insurance as required by law for its employees;
 - (b) professional indemnity insurance for an amount of at least \$2 million;
 - (c) public and product liability insurance for an amount of at least \$10 million;
 - (d) such other insurance cover as MLA may from time to time reasonably require; and
 - 11.1.2 maintain and protect from loss or damage and, if required by MLA, insure for their replacement value, all Assets.

Policies

- 11.2 The Participant will, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 11.1.

12 Indemnity

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

- (a) breach by the Participant of this agreement; or
- (b) negligent or unlawful act or omission of the Participant, its employees, the Nominated Persons and all agents and contractors in connection with this agreement.

13 Exclusion from liability

- 13.1 In no event will any party be liable to another party (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit (whether consequential, special, incidental or indirect) which may arise under this agreement.

14 Term and termination

Term

- 14.1 This agreement commences on the Effective Date and continues until the earlier of:
- 14.1.1 the completion of the Project;
 - 14.1.2 its termination by written agreement of all parties; and
 - 14.1.3 its termination in accordance with this agreement.
- 14.2 MLA may, by 1 month's notice to the Participant, terminate this agreement.
- 14.3 MLA may terminate this agreement with immediate effect by notice to the other parties if:
- 14.3.1 MLA is no longer the declared industry marketing body and/or industry research body for the meat and livestock industry; or
 - 14.3.2 its funding agreement with the Commonwealth government is terminated, in which case, MLA may, by notice to the Participant, direct the Participant to deal with the Assets in a manner determined by MLA.

“Go/No Go” decisions

- 14.4 MLA may terminate this agreement by notice to the Participant if MLA makes a “No Go” decision referred to under the Project Schedule.
- 14.5 If a “Go/No Go” decision point is referred to in the Project Schedule, the Participant:
- 14.5.1 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
 - 14.5.2 acknowledges that it is not entitled to payment for any goods or services provided in breach of clause 14.4.1.

Termination for default

- 14.6 A party (**Terminating Party**) may by notice to the other parties terminate this agreement if:

- 14.6.1 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;
 - 14.6.2 another party breaches any of its obligations under this agreement which are not capable of remedy; or
 - 14.6.3 another party persistently breaches its obligations under this agreement.
- 14.7 A party may by notice to the other parties, terminate this agreement if another party 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.

Effect

- 14.8 If this agreement is terminated:
- 14.8.1 the Participant must immediately cease conducting the Project Component;
 - 14.8.2 the Participant will repay to MLA money paid to the Participant for any portion of the Project that will not be undertaken as a result of the termination;
 - 14.8.3 MLA will ensure that the Participant is paid or entitled to retain its proportion of that money (in excess of that expended on the Project); and
 - 14.8.4 the Participant will:
 - (a) buy back any Assets depreciated at the rate specified in the Project Schedule, less the Participant's Contribution to those Assets depreciated at the same rate; or
 - (b) with the approval of MLA, sell any Assets to any other person on arm's length terms, and disburse to the parties all monies received from the sale in proportion to their respective Contributions to the Project.

Project Completion

- 14.9 On completion of the Project, the Participant will:
- 14.9.1 buy back any Assets at the buy-back price specified in the Project Schedule; or
 - 14.9.2 with the approval of MLA, sell any Assets to any other person on arm's length terms, and disburse to the parties all monies received from the sale in the portions specified in the Project Schedule.

15 GST

GST exclusive

- 15.1 Unless otherwise indicated, amounts stated in this agreement are exclusive of GST.
- 15.2 In relation to any GST payable for a taxable supply by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.

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

Terms

- 15.4 Terms used in this clause 15 which are defined in the GST Act have the same meaning as in the GST Act.

16 Force majeure

Event

- 16.1 If a party (**Affected Party**) becomes unable, wholly or in part, by any event beyond its reasonable control, including, in the case of MLA and Donor Company, a cessation or reduction of their funding, (**Force Majeure**) to carry out an obligation placed on it under this agreement, the Affected Party must give to the other party prompt written notice of:

- 16.1.1 reasonable particulars of the Force Majeure; and
- 16.1.2 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

- 16.2 Subject to compliance with clause 16.1, 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 Donor Company may by notice to the other parties terminate this agreement.
- 16.3 The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible (except where MLA or Donor Company having their 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.

17 Dispute resolution

Dealing with disputes

- 17.1 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.
- 17.2 If a party requires resolution of a dispute it must do so in accordance with this clause 17 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 17.

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

Resolution by management

- 17.4 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.
- 17.5 If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, clause 17.6 will apply.

Conciliation

- 17.6 Disputes must be submitted to conciliation in accordance with and subject to the then current Conciliation Rules adopted by the Resolution Institute.
- 17.7 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.

Urgent Relief

- 17.8 This clause 17 does not apply if either party commences legal proceedings for urgent interlocutory relief.

18 Relationship of the parties

No partnership

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

No holding out

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

Conflict of Interest

- 18.3 The Participant must not, without the prior written consent of MLA, during the term of this agreement:

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

18.3.2 carry on or be involved in any capacity in an activity or business,

which is competitive with or detrimental to the Project. The Participant must notify MLA promptly of any such actual, perceived or potential conflicts of interest and must take all actions to resolve the conflict.

19 Miscellaneous

Notices

- 19.1 A notice under this agreement must be in writing and may be given to the addressee by:
- 19.1.1 delivering it to the address of the addressee;
 - 19.1.2 sending it by pre-paid registered post to the address of the addressee;
 - 19.1.3 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.
- 19.2 An email is deemed to have been received on the date shown by a printed “read receipt” generated by the sender’s computer.

Amendment

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

Assignment

- 19.4 The Participant may only assign a right under this agreement with the prior written consent of MLA.

Entire agreement

- 19.5 This agreement, including the Project Schedule, embodies the entire understanding and agreement between the parties as to its subject matter.
- 19.6 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

- 19.7 Each party must promptly sign 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.
- 19.8 The Participant agrees that;
- 19.8.1 MLA may execute this agreement by applying the signatures of their respective authorised representative to any counterpart electronically; and
 - 19.8.2 it will not challenge the validity or enforceability of this agreement on the basis that the signature of MLA's and/or MDC's authorised representatives were applied electronically.
- 19.9 The Participant acknowledges that MLA may retain only an electronic version of this agreement executed by the parties.

Governing law and jurisdiction

- 19.10 This agreement is governed by and must be construed in accordance with the laws of New South Wales.

- 19.11 Each party:
- 19.11.1 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
 - 19.11.2 waives any right to object to proceedings being brought in those courts for any reason.

Legal costs

- 19.12 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

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

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PROJECT SCHEDULE

Participant

Name

ABN

Street Address

Postal Address

Project Leader:

Name

Phone

E-mail

Administration Contact:

Name

Phone

E-mail

Authorised Signatory:

Name

Phone

E-mail

**MLA will input this information into the third party platform Adobe Sign to enable electronic signing of contracts with MLA. Please see Adobe's and MLA's privacy policy (for Adobe found at <https://www.adobe.com/au/privacy/policies-business/esign.html> and for MLA found at www.mla.com.au/general/privacy/ for more details on how they each handle personal information).*

MLA/MLA Donor Company

Meat & Livestock Australia Limited

ABN 39 081 678 364

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

Phone

E-mail

Administration contact:

Name

Phone

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Project

Project No. P.PSH.

Project Title

Start date

Completion date

Purpose and description

Objectives

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

Outcomes

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, decision support tools, multimedia either within the report or as separate electronic files
- duly acknowledge participating producer groups, Research Organisation(s), 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.

MLA has a robust process for delivering communications, aligned to a communications strategy that is designed and executed by the MLA/MDC Corporate Communications team each year.

In order to ensure maximum value from MLA programs and projects, MLA requires the Participant to comply with the publications and public announcements clause of the [MDC Standard Terms/this agreement] and to liaise with the MLA communications team in respect of all communications relating to the Project to ensure the right messages are delivered via the right channel.

If you require further information please contact Manager MDC Communications (mdc@mla.com.au).

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:

DRAFT

Milestones and payments

MLA on behalf of the Donor Company agrees to pay against the milestones as detailed below. Payment is subject to receipt of the Participant's Contributions, completion of the milestones to MLA's satisfaction and receipt of tax invoices and supporting documents as required by MLA. All amounts are exclusive of GST

Milestones and budgets

Milestones	Provider ¹	Start Date	Completion Date	Fees, Salaries & Wages ²	Operating Expenses ²	Capital Assets ²	Total
TOTAL				0.00	0.00	0.00	0.00

¹ Identify the party contracted to MLA. Include details for any subcontractors to the Providers (include ABN)

² On acceptance and approval of corresponding milestone report, with tax invoice and copy of receipts attached

Payments and Source of Funds

Participant's Cash Contributions

The Participant agrees to pay the Donor Company that part of its Contribution as detailed below.

Date of Invoice	Milestone	Contribution* (A)
Total		AUD 0.00

* Exclusive of GST

The Participant agrees to pay the Donor Company the Project Access Fee quarterly in advance as detailed below:

Date of Invoice	Project Access Fee	Amount* (B)
Total		AUD 0.00

* Exclusive of GST

Source of Funds

Meat & Livestock Australia Limited – Matching Payment	
Meat & Livestock Australia Limited – Levy funds	
Participant (A) + (B)	
Total	AUD 0.00

Interest

Milestone Number	Company Name	Percentage
All	Meat & Livestock Australia Limited	100%

Background IP

Company Name	Owner	Description

Assets

Assets	Initial value*	Depreciation rate (per annum)	Depreciated value (at end of the Project)*	Buy-back price*
	0	0.00%	0	0
Total	0	0.00	0	0

*Exclusive of GST

Nominated Persons

Name:	
Role:	

SIGNED AS AN AGREEMENT

Signed for and on behalf of
MLA Donor Company Limited
in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

.....
Signature of Authorised Person

.....
Name of Authorised Person (Print)

.....
Office Held of Authorised Person (Print)

Signed for and on behalf of
Meat & Livestock Australia Limited
in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

.....
Signature of Authorised Person

.....
Name of Authorised Person (Print)

.....
Office Held of Authorised Person (Print)

Signed for and on behalf of
the **Participant**
in the presence of:

.....
Signature of Witness

.....
Name of Witness (Print)

.....
Signature of Authorised Person

.....
Name of Authorised Person (Print)

.....
Office Held of Authorised Person (Print)

ANNEXURE 3 TENDER DECLARATION

Applications to complete the most appropriate declaration to their business and ensure that this is submitted with all applications.

1. DECLARATION

1.1 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 2019).....

Before me,

.....
Justice of the Peace/Solicitor

1.2 **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 2019).....

Before me,

.....
Justice of the Peace/Solicitor

**ANNEXURE 4 CO-CONTRIBUTOR PDS SOURCE OF FUNDS
DECLARATION**

Source of Funds Declaration Co-Contributor PDS projects

On behalf of *[insert registered Company name]* (ABN *xx xxx xxx xxx*), I, *[insert authorised officer name]* can confirm that the funds being provided for matching via MLA Donor Company come from me/my organisation *[delete as required]* as a red meat levy paying producer/organisation via *[insert society/group/consultant – delete if not relevant]*.

I also confirm that the funds contributed by me do not originate from the Commonwealth of Australia.

.....

Signature: Authorised officer

.....

Date