

27 September 2019

**Invitation to submit a tender request re Feedlot Career Development and Training Project**

Dear Sir or Madam,

Meat & Livestock Australia (MLA) in conjunction with the Australian Lot Feeders' Association (ALFA), is working toward providing a clear career development pathway to current and prospective businesses and employees in the Australian feedlot sector. This pathway will include all associated training, professional development and network support to attract, retain and grow the capacity of the feedlot workforce.

MLA project B.FLT.8003 *Feedlot Industry Training and Leadership Development Strategy (2016)* has identified an opportunity to develop a clear career pathway for the attainment of skills for feedlot employees. This will include educational, training, professional development resources and opportunities.

As a result, ALFA developed the *Feedlot Career Development and Training (FCDT) Pathway*, which formed the basis of the *FCDT Strategy* and provides input to the current project.

The *FCDT Project* will be delivered via the completion of several sub-projects over a four-year period:

- Sub-Project 1 – Development of Feedlot Industry Training Portal
- Sub-Project 2 – Feedlot Industry Training Review
- Sub-Project 3 – Development of Core Feedlot Training Materials
- Sub-Project 4 – Development of Peer Executive Leadership Program
- Sub-Project 5 – Development of Feedlot Industry Mentor Program
- Sub-Project 6 – Development of Feedlot Industry Tours
- Sub-Project 7 – Development of Feedlot Industry Alumni Engagement Activities
- Sub-Project 8 – Increased Investment in Feedlot Industry Leadership Scholarships

Each of these Sub-Projects will be advertised as individual tenders with separate terms of reference. It is recognised that there are synergies between Sub-Projects, so applicants are invited to review all of the currently advertised tender requests for Sub-Projects 1, 2 and 4 and assess their ability to tender for multiple projects.

Yours sincerely,

Des Rinehart  
Program Manager – GrainFed, Live Export and Goat



**All correspondence to:**  
Meat & Livestock Australia Limited  
ABN 39 081 678 364  
PO Box 1961  
North Sydney NSW 2059

# Request for tender

*Strictly confidential*

Tenderer:

Date completed:

The contents of this request for tender and all other information and materials provided by or on behalf of Meat & Livestock Australia Limited (MLA), are the property of MLA and are confidential to MLA. All materials provided by or on behalf of a tenderer to MLA will become the property of MLA. There is no payment for tender applications.

## TABLE OF CONTENTS

<b>SECTION 1</b>		<b>4</b>
<b>1. INTRODUCTION AND INSTRUCTIONS</b>		<b>4</b>
1.1	Meat & Livestock Australia Limited (MLA)	4
1.2	Invitation	4
1.3	Tenders	4
1.4	Ownership of tenders	5
1.5	Disclosure	5
1.6	Questions	5
1.7	Extension of Closing Date	5
1.8	Discussion and public statements	5
1.9	Conflict of interest	6
1.10	Budget information	6
1.11	Tender validity period	6
1.12	Applicable law	6
1.13	Privacy	6
1.14	MLA's rights	6
1.15	Costs	7
1.16	Binding agreement	8
1.17	Selection process	8
<b>SECTION 2</b>		<b>9</b>
<b>2. TENDERER INFORMATION</b>		<b>9</b>
2.1	Details of tenderer	9
2.2	Pricing	9
2.3	Proposed subcontractors and suppliers	9
2.4	Insurance	9
2.5	References	9
<b>SECTION 3</b>		<b>11</b>
<b>3. SPECIFICATION</b>		<b>11</b>
3.1	Project Title	11
3.2	Summary	11
3.3	Background	11
3.4	Project Objectives	12
3.5	Target Audience	12
3.6	Task and Methodology	13
3.7	Budget	14
3.8	Project Management	15
3.9	Timelines	15
3.10	Project Proposal Submissions	15
3.11	Selection Criteria	16
<b>SECTION 4</b>		<b>17</b>
<b>1. MLA's CONSULTANCY TERMS</b>		<b>17</b>
<b>SECTION 5</b>		<b>41</b>
<b>5. DECLARATION</b>		<b>41</b>
1.1	For corporate tenderers	41
1.2	For individual tenderers	42
<b>SECTION 6</b>		<b>43</b>
<b>6. ANNEXURE</b>		<b>43</b>

## SECTION 1

### 1. INTRODUCTION AND INSTRUCTIONS

#### 1.1 Meat & Livestock Australia Limited (MLA)

MLA undertakes a range of research and development and marketing programs designed to benefit beef, sheepmeat and goatmeat industry participants, from livestock producers to retail service providers. It also provides a number of research and development and marketing services to related industry sectors including meat processors and live animal exporters.

#### 1.2 Invitation

MLA invites interested parties to submit tenders by 5pm on 31<sup>st</sup> October 2019 (Closing Date), for *Development of Feedlot Industry Training Portal (Sub-Project 1)*.

#### 1.3 Tenders

Tenders must comply with all requirements specified in this request for tender.

Please submit an electronic/soft copy of the tender to the email address provided below.

All questions in Section 2 must be completed.

Section 3 describes MLA's requirements for *Development of Feedlot Industry Training Portal (Sub-Project 1)*. Each tenderer must provide a statement detailing how it would meet MLA's requirements in Section 3.

Section 4 contains the terms of the agreement, which MLA wishes to enter into with the successful tenderer. While the final agreement may also take into account negotiations between MLA and the successful tenderer, MLA has certain minimum legal requirements that must be satisfied before it is prepared to enter into an agreement with a supplier.

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 Section 4 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.

Section 5 contains a declaration to be completed by the tenderer.

All tenders should be sent to:

[applications@mla.com.au](mailto:applications@mla.com.au)  
Attention: Emily Litzow

and should contain:

- (a) the answers to the questions and information required in **Section 2**;
- (b) any additional information, reports or documents required in relation to the Specification in **Section 3**;
- (c) a statement detailing how the tenderer will meet MLA's requirements in **Section 3**;
- (d) any comments on or proposed amendments to the terms set out in **Section 4**; and
- (e) the completed declaration in the form set out in **Section 5**.

MLA will treat all tenders in confidence.

#### 1.4 **Ownership of tenders**

All material submitted in response to this request for tender will become the property of MLA.

Any intellectual property rights that exist in a tender will remain the property of the tenderer.

The tenderer licenses MLA, its employees, agents, contractors and advisers to copy, adapt, modify or do anything else to, all material submitted in response to this request for tender, including material in which the tenderer's or any other person's intellectual property rights subsist, for the purposes of evaluating the tender.

#### 1.5 **Disclosure**

In providing a tender the tenderer agrees to the disclosure of information in the tender to MLA's employees, agents, contractors and advisers, for the purposes of this tender process and any legal or MLA policy requirement.

Tenderers must identify any information that they consider should be protected as confidential information and provide reasons for this.

#### 1.6 **Questions**

Any questions must be submitted in writing and marked to the attention of Emily Litzow ([elitzow@mla.com.au](mailto:elitzow@mla.com.au)). MLA may provide the answers to such questions to all tenderers.

#### 1.7 **Extension of Closing Date**

In extenuating circumstances, MLA may, at its discretion extend the Closing Date. Any extension of time will be posted on MLA's website. MLA will not grant any individual requests for extension of time.

#### 1.8 **Discussion and public statements**

Unless expressly provided in this request for tender, tenderers and their employees, agents, contractors and advisers must not at any time during the tender process approach

or discuss with any MLA employees, agents, contractors or advisers (except the MLA Contact) any matter relating to the request for tender or the tender.

Tenderers must not make any public statement about this request for tender without the prior written consent of MLA.

#### 1.9 **Conflict of interest**

Where tenderers identify that a conflict of interest might arise in the provision of goods or services contemplated by this request for tender, tenderers are to identify that potential conflict of interest in their tender. If an actual or potential conflict of interest arises, the tenderer must immediately notify MLA in writing. If any conflict of interest might arise for a tenderer before entering into an agreement for the provision of goods or services contemplated by this request for tender, MLA may:

- (a) enter into discussions to seek to resolve such conflict of interest;
- (b) disregard the tender provided by such a tenderer; or
- (c) take any other action it considers appropriate.

#### 1.10 **Budget information**

Budget information specified in tenders must:

- (a) be expressed in Australian dollars;
- (b) be inclusive of all charges, and expenses;
- (c) identify separately the duties and taxes, including goods and services tax (**GST**) component of the price; and
- (d) apply for the duration of the provision of the goods and services contemplated by this request for tender.

#### 1.11 **Tender validity period**

Each tender must remain open for acceptance by MLA for a period of at least six months from the Closing Date. The tenderer should specify any longer periods for which the offer remains valid.

#### 1.12 **Applicable law**

The laws of New South Wales apply to this request for tender.

#### 1.13 **Privacy**

Tenderers must ensure that it complies with the *Privacy Act 1998* in submitting its tender and, if successful, in entering into an agreement for the provision of goods and services contemplated by this request for tender.

#### 1.14 **MLA's rights**

MLA reserves the right to:

- (a) reject any tender;
- (b) close the right to submit tenders at any time before the Closing Date, without giving any reason or communicating such closure to any person;
- (c) accept any tenders which do not otherwise comply with the terms of this request for tender;
- (d) accept part tenders;
- (e) withdraw this request for tender or issue a new request for tender;
- (f) vary the terms of this request for tender;
- (g) negotiate directly with any person before or after the Closing Date;
- (h) discuss with each tenderer details of its tender; and
- (i) vary the tender selection process set out in this request for tender.

In addition to its rights under paragraph 1.14, MLA may decline to consider or accept any tender from a tenderer who does not satisfy MLA of the tenderer's ability to complete the tender in accordance with its terms.

MLA is not bound to accept the lowest or any tender.

MLA may waive compliance with any of the terms of this request for tender and consider and accept any tender which does not conform with these terms.

MLA may require a tenderer to provide such further information as MLA requires in order to consider the tenderer's tender and, if so required, the tenderer must promptly provide such information.

#### 1.15 **Costs**

MLA will not be responsible for any costs or expenses incurred by the tenderer arising in any way from the preparation of tenders.

1.16 **Binding agreement**

A tender will not be deemed to have been accepted, nor any agreement arise between a tenderer and MLA, until the successful tenderer and MLA enter into a formal agreement for the provision of the goods and services contemplated by this request for tender.

1.17 **Selection process**

MLA will review each tender and may select a short list of tenderers. Any such short listed tenderers may be required to present to MLA and a successful tenderer may be selected from such a list.



## SECTION 2

### 2. TENDERER INFORMATION

#### 2.1 Details of tenderer

Name and address of the company or individual providing the tender;

Name of the person who may be contacted for further information;

Telephone number;

Email address; and

Australian Business Number (ABN).

#### 2.2 Pricing

Tenderers are to provide quotes for all fees, charges and expenses. Prices are to include all work related to the provision of goods and services contemplated by this request for tender and are to be inclusive of GST and other applicable duties and taxes.

#### 2.3 Proposed subcontractors and suppliers

The tenderer must list all proposed subcontractors and suppliers that the tenderer intends to engage in providing goods or services to MLA:

Description of goods or services	Subcontractor or supplier

#### 2.4 Insurance

The tenderer must provide details of current insurance policies held by it and each proposed subcontractor and supplier:

Insurance type	Policy number	Extent of cover: per incident	Extent of cover: in aggregate	Expiry date
Professional indemnity				
Public liability				
Workers' compensation				

#### 2.5 References

The tenderer must provide details of the last 3 agreements entered into for the provision of goods or services comparable to those set out in this Request for Tender:

a) Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

b) Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

c) Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

## SECTION 3

### 3. SPECIFICATION

#### 3.1 Project Title

Development of Feedlot Industry Training Portal (Sub-Project 1)

#### 3.2 Summary

Meat and Livestock Australia (MLA), in consultation with the Australian Lot Feeders' Association (ALFA) invites interested parties, from individuals, organisations or project teams with the capability to develop a Feedlot Industry Training Portal to submit a tender using the MLA Full Application template.

#### 3.3 Background

A key priority of MLA and ALFA is to provide the Australian cattle feedlot sector, its businesses and current and prospective employees with a clear career development pathway; and to provide the associated training, professional development and support networks to attract, retain and grow the capacity of the feedlot work force.

MLA project B.FLT.8003 *Feedlot Industry Training and Leadership Development Strategy (2016)* has identified an opportunity to develop a clear career pathway for the attainment of skills for feedlot employees. This will include educational, training, professional development resources and opportunities.

The findings determined that feedlots were seeking training resources that could be:

- delivered on site
- accessible at the user's discretion
- flexible in their delivery
- incorporated into a mentoring system
- incorporated a robust assessment process, and
- stored training records.

As a result of the findings, ALFA developed the *Feedlot Career Development and Training (FCDT) Pathway*, which forms the basis for the *FCDT Strategy*, and provides input to the current project.

The *FCDT Project* will be delivered via eight (8) specific sub-projects over a four-year period:

- Sub-Project 1 – Development of Feedlot Industry Training Portal
- Sub-Project 2 – Feedlot Industry Training Review
- Sub-Project 3 – Development of Core Feedlot Training Materials
- Sub-Project 4 – Development of Peer Executive Leadership Program
- Sub-Project 5 – Development of Feedlot Industry Mentor Program
- Sub-Project 6 – Development of Feedlot Industry Tours
- Sub-Project 7 – Development of Feedlot Industry Alumni Engagement Activities
- Sub-Project 8 – Increased Investment in Feedlot Industry Leadership Scholarships

This Project, (Sub-Project 1) is the first project within the delivery of the *FCDT Project*. This project aims to deliver a Training Portal. It is expected that the Portal will host eLearning courses, provide links to available courses, and outline a clear career pathway within the feedlot industry. It is envisaged that the Portal will have a marketing front end, an electronic information library and a secure back end for housing and delivering training modules. This project will also populate the Training Portal with the feedlot information and training resources that result from Sub-Project 2 and 3.

### 3.4 **Project Objectives**

The objective is to deliver a training platform that will have the functionality to enable the Australian feedlot industry to attract, retain and grow a professional and skilled workforce. This will be achieved by providing access to information that reflects a clear career development pathway and delivers associated training, professional development and support networks, as outlined in the FCDT Pathway. This project will also populate the Training Portal with the feedlot information and training resources that result from Sub-Project 2 and 3.

The primary objectives are:

1. Develop a framework for a 'one stop shop' learning management system that meets the specifications outlined in the task and methodology section (see 3.6).
2. Build a training portal that meets the specifications outlined in the task and methodology section (see 3.6).
3. Populating information and training resources from sub-project 2 into the Feedlot Industry Training Portal in a way that is easy to navigate, is user friendly and takes into consideration the target audience.
4. Populate the Feedlot Industry Training Portal with information and links to endorsed external training courses and providers as outlined in the FCDT Pathway.
5. Populate the Feedlot Industry Training Portal with core feedlot training courses as developed by Sub-Project 3.
6. Provide ongoing technological support for the training portal for the duration of the project (4 years).
7. Outlines ways that the training portal can be efficiently managed, refined and expanded over time as program requirements change.
8. Outlines ways to capture data from the training portal into a passport style system.
9. Outlines ways to track training records of users.

### 3.5 **Target Audience**

There are up to 400 accredited feedlots in Australia, which directly employ approximately 2,000 staff. The majority (60%) of feedlots are located in Queensland, with a further 30% in New South Wales, and are generally in regional or remote areas. The remaining feedlots are located in South Australia, Victoria, Western Australia and Tasmania.

The MLA funded project B.FLT.8009 '*Getting Connected: Pathways for Improving Connectivity for our Feedlot Industry*', identified that a substantial proportion of Australian feedlots are located away from regional centres, which means external connectivity options must be considered. The results recommended that technology developers avoid the use of centralised/cloud based servers that rely upon 'hot' external connectivity.

Feedlots may have limited internet access, as the majority of these businesses use connections through ADSL, satellite or dial up. Therefore, high resolution files and videos may be difficult to download in some remote areas.

### 3.6 Task and Methodology

The successful applicant will be guided by a Project Team consisting of the FCDDT Project Officers from MLA and ALFA, as well as an overarching Working Group that includes the MLA Program Manager and designated ALFA representatives.

It is expected that development of the Feedlot Industry Training Portal will encompass the following stages:

1. An inception meeting with the MLA/ALFA Project Team,
2. A clearly defined framework for a 'one stop shop' learning management system that provides the minimum functionalities of:
  - a. **Creation of a portal to house training modules, manuals, guides and resources relevant to lot feeding industry** (as outlined in the FCDDT Pathway): 24/7 access that allow users to utilise the eLearning and training courses anywhere, anytime, with minimal data downloads and the ability to display information in an engaging way, including an interactive career pathway guide.
  - b. **Training Modules:** the ability to upload existing training modules and link to external providers.
  - c. **User friendly interface:** an intuitive and visual design, with the ability to utilise features with minimal steps, create multimedia items for portal eLearning modules, and have a site search function. The portal must be user friendly for a range of learning levels, including users with limited literary and numeracy skills, and must be empathetic to the needs and requirements of rural and remote learners.
  - d. **Assessment:** the ability to create assignments that students can submit directly (enter text or attach file), including the ability to create texts/quizzes using a variety of question types (fill in blank, calculations, yes/no, multiple choice, essay, matching, embedded multimedia), and to set parameters for deployment (i.e. randomisation) and scoring options. Students should be able to see their scores and/or feedback based on customised settings.
  - e. **Training Records:** the ability to record, store and process training modules completed (and part-completed) in the portal, and the ability for users to record training completed via external providers. A passport-system must be provided, whereby individuals can access and share their training records with employers.
  - f. **Rewards:** the ability to utilise the training records of individuals to support a badge-system, whereby individuals can track their progress through the FCDDT Pathway and have this displayed publicly (if desired) via a score board or shared via a recognition system.
  - g. **Communications:** the ability to communicate to users via discussion boards, and/or, direct automatic emails (reminders, completion notifications), as well as a user-to-multiple user communication via chat boards / closed groups. Users should be able to browse the history of communications deployed, and have access to specific tools that support team projects; e.g., email, discussion, file sharing, etc.
  - h. **Design Customisation:** the ability to customise the portal design, including colour, themes, images, banners, buttons, menu visibility etc.

- i. **Export/Import:** the ability to import and export student submissions, training statistics, course content, materials, resources, tools etc.
  - j. **Enrolment:** the ability for users to self-enrol, be enrolled manually, undergo verification for enrolment and enrol by invitation.
  - k. **Instructional Content:** the ability to add/share content, including, but not limited to, word documents, excel spreadsheets, powerpoint presentations, video presentation and other forms of multimedia, and easily incorporate multimedia within content areas. The portal should have gamification capabilities, including the ability to provide customised and/or individualised learning paths, reusable content and templates to allow for a consistent course content style and delivery across training modules, versioning, tracking, course links, web links, learning modules, adaptive release, and the ability to add multiple files, folders to content area (bulk additions).
  - l. **Mobile Responsive:** the ability to access the portal via mobile devices (phones, tablets etc) with mobile responsive content and mobile applications.
  - m. **Notifications:** system wide defaults, with user-based selections.
  - n. **Administration:** the ability to perform bulk deletions of content, announcements, discussion boards and users. The dashboard must display key statistics/records as determined, with the ability for admin to choose relevant dashboard widgets and create reports on training data.
  - o. **Data Privacy:** high level data protection and encryption.
  - p. **Consideration of Audience:** Consider the IT infrastructure and internet connectivity limitations of the target market
3. Pitch the proposed framework design to the Project Team for building approval.
  4. Build the Feedlot Industry Training Portal delivering upon the functionality listed in the agreed framework.
  5. Beta testing phase with MLA/ALFA prior to deployment.
  6. Populate the information and training resources from sub-project 2 into the Feedlot Industry Training Portal in a way that is:
    - Easy to navigate and user friendly
    - Considers the target audience and technological limitations of rural areas
    - Appealing and engaging to the target audience
    - Has a search function allowing resources to be easily searched for and located
  7. Populate the Feedlot Industry Training Portal with information and links to endorsed external training courses and providers as outlined in the FCDT Pathway.
  8. Populate the Feedlot Industry Training Portal with core feedlot training courses as developed by Sub-Project 3.
  9. Provide IT support, portal maintenance and software upgrades, for the duration of the project (4 years).

The successful applicant will be expected to have an advanced knowledge of development and implementation of training platforms. Experience within the agricultural industry is highly desirable.

### 3.7 Budget

There is no estimated budget for the project, however, applicants should deliver a reasonable fully justified budget to achieve project objectives. Value for money is a selection criterion for application assessment.

### 3.8 **Project Management**

The project will be managed by MLA. The successful applicant will be guided by a Project Team consisting of the FCDT Project Officers from MLA and ALFA as well as an overarching Working Group that includes the MLA Program Manager and designated ALFA representatives.

An inception meeting at the start of the project and a handover meeting at the conclusion of the project will be required at a minimum. These meetings will be held in Sydney, and any associated costs should be included in the budget.

The successful applicant will provide milestone reports and a final report giving full details of the progress of the work. Milestone and final reports will be prepared in line with MLA reporting guidelines and must be delivered in Microsoft Word format.

In addition to MLA standard reports, the following must also be provided to MLA at the time of delivery of the Final report:

- Handover of the Feedlot Industry Training Portal
- A training session and demonstration on the use of the portal to FCDT Project Officers in conjunction with the handover meeting at the conclusion of the project.

### 3.9 **Timelines**

This project will run over four years. The development of the training portal is expected to be developed within the first twelve months of the project. The population of the training portal should occur as resources are made available over a four-year period. On-going IT support, portal maintenance and software upgrades should be budgeted for the duration of the project.

### 3.10 **Project Proposal Submissions**

To access the **MLA Full Application templates** (Grain-Fed, Live Export & Goats), go to [www.mla.com.au](http://www.mla.com.au) and follow the links to Research and Development, then Funding opportunities and Industry and Researchers funding to download the applications.

In particular, the proposal should:

1. Detail the approach that will be adopted to address the project objectives.
2. Detail the specific work activities proposed and timelines for their achievement.
3. Include a detailed and fully costed budget that covers all the resources required to undertake the work, including details of basis for charging (daily fees, number of days, expenses, etc.).
4. Propose a payment schedule, taking account of the following:
  - a. Progress payments may be negotiated against project milestones if the size and timescale of the project warrant this. The proposal should propose milestones and payments if required.
  - b. A minimum of 20% of the project budget must be retained for payment against the final milestone.
  - c. Payment of fees will be upon MLA acceptance of the attainment of the project milestones.

**MLA applications must be lodged electronically as a word document to:**  
[applications@mla.com.au](mailto:applications@mla.com.au)

**MLA Full Applications must be received by 5.00pm (QLD Time) on 31st October 2017.**

**Strict adherence to the time deadline for applications will occur. Applications received past the deadline will not be assessed. Applications not received in the standard MLA application template will not be assessed.**

In addition, applicants may be required to provide a face to face presentation detailing the project application and providing an example of similar past work. These presentations will be held during the week commencing 14<sup>th</sup> November 2019 at MLA's Office in Brisbane. Details will be provided on receipt of your application. Reasonable costs associated with travel and accommodation will be reimbursed by MLA.

### 3.11 Selection Criteria

Applications will be reviewed by Meat & Livestock Australia, the Australian Lot Feeders' Association and the Feedlot Career Development and Training Working Group.

Proposals will be scored against the selection criteria set out in the Terms of Reference. Final project approval will be subject to contractual agreement between the applicant/s and MLA.

Selection Criteria:

1. Applications fulfilment of the methodology and terms of reference requirements of the project
2. Quality of the methodology to achieve project objectives
3. Quality of budget justification
4. Quality of face-to-face presentation and demonstration of previous work
5. Delivery timeline
6. Understanding of audience and limitations of the technology in rural areas



**SECTION 4**

**1. MLA's CONSULTANCY TERMS**

Please see following MLA's consultancy agreement

**IT SERVICES AGREEMENT**

BETWEEN

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

AND

**COMPANY**  
ABN

***PROJECT NO. Project Code***

Project Title

# IT services agreement

## Parties

**Meat & Livestock Australia Limited** ABN 39 081 678 364 of Level 1, 40 Mount Street, North Sydney, New South Wales (**MLA**)

**Company** ABN [insert] of [street address, suburb and state] (**Consultant**)

## Background

- A MLA and Australian Lot Feeders' Association (**ALFA**) have entered into a collaboration agreement for the purposes of implementing the Australian Feedlot Sector Career Development and Training Strategy (**Collaboration Agreement**).
- B Under the Collaboration Agreement, the parties have agreed to the creation of a platform which will be accessible free of charge by MLA members, ALFA members and others (**Platform**), and which will contain training modules and materials.
- C The Consultant is in the business of developing computer software and providing technical assistance.
- D MLA wishes to engage the Consultant to create the Platform and provide the Hosting and Support Services, and the Consultant has agreed to create the Platform and provide the Hosting and Support Services, on the terms set out in this agreement.

## Operative provisions

### 1 Appointment and Performance

- 1.1 The Consultant will:
- 1.1.1 create the Platform; and
  - 1.1.2 provide the Hosting and Support Services,
- on the terms of this agreement.
- 1.2 In creating the Platform, the Consultant must:
- 1.2.1 respond promptly to MLA's reasonable requests and written instructions;
  - 1.2.2 comply with MLA's Development & Infrastructure Standards;
  - 1.2.3 follow procedures representing best industry practice and take all reasonable steps to ensure that it will not contaminate, corrupt, impair or adversely affect the Designated Operating Environment or any computer hardware or software operated by MLA; and
  - 1.2.4 not use any sub-contractors without the prior written agreement of MLA. Where consent is given, the Consultant will remain liable for the acts and omissions of any sub-contractors that it engages in connection with this agreement.

- 1.3 MLA may issue a Change Control Request at any time. Any Change Request will be dealt with in accordance with the provisions of Schedule 5.

## **2 Consultant's responsibilities regarding creation of the Platform**

- 2.1 The Consultant must:

- 2.1.1 create the Platform in accordance with the Specifications;
- 2.1.2 ensure that each Milestone is completed by its relevant Due Date;
- 2.1.3 ensure that the Personnel are centrally involved in the development of the Platform; and
- 2.1.4 on or before the date that the Consultant delivers the Platform to MLA for Acceptance Testing, provide the Documentation to MLA, to MLA's reasonable satisfaction.

- 2.2 If the Consultant fails to comply with the Milestones, MLA may do one of the following:

- 2.2.1 withhold any payment due under this Agreement; and
- 2.2.2 if the failure of the Consultant lasts more than 30 days, terminate this Agreement and pursue any remedies available under this agreement or at law.

## **3 Acceptance Testing**

- 3.1 Within a reasonable period after delivery of the Platform, MLA or its authorised nominee must conduct Acceptance Testing. The Consultant must assist in the conduct of the Acceptance Testing as reasonably required by MLA.

- 3.2 If the Platform passes the Acceptance Testing, MLA will accept the Platform.

- 3.3 If the Platform does not pass the Acceptance Testing, MLA will give notice to the Consultant setting out the grounds on which the Platform does not pass the Acceptance Testing and may do one of the following:

- 3.3.1 accept the Platform as it is, subject to an agreed reduction in fees payable to the Consultant (having regard only to the reasonable cost of modifying the Platform so that it passes the Acceptance Testing);
- 3.3.2 require the Consultant to modify the Platform within a reasonable time so that it passes the Acceptance Testing; and
- 3.3.3 terminate this agreement.

- 3.4 If after Acceptance Testing MLA elects to require the Consultant to modify the Platform in order to pass the Acceptance Testing, the Consultant must promptly modify it so that the Platform will pass the Acceptance Testing. The provisions of this clause 3 will then apply in relation to acceptance of the modified Platform.

- 3.5 All costs and expenses associated with Acceptance Testing will be borne by the Consultant.

## **4 Warranty Period**

- 4.1 If the Platform is found to be defective and if MLA notifies the Consultant of the Defect during the Warranty Period, the Consultant will, at its own cost, immediately rectify the Defect.

## **5 Hosting Services**

- 5.1 The Consultant must provide the Hosting Services for the Hosting and Support Period in accordance with Schedule 3.

## **6 Support Services**

- 6.1 The Consultant must provide the Support Services, from the date commencing on the expiration of the Warranty Period for the Platform, for the Hosting and Support Period.

## **7 Third party assistance and co-operation**

- 7.1 Where a third party provides services to MLA, the Consultant agrees to provide all reasonable assistance and co-operation as required by that third party to ensure MLA receives the relevant services in a seamless and efficient manner.

## **8 Additional services**

- 8.1 If MLA requires the Consultant to provide additional services under this agreement, it will notify the Consultant of its requirements and the parties will follow the procedures set out in this clause 8 to agree a Statement of Work in respect of such Services.
- 8.2 Upon receiving a notice from MLA under clause 8.1, the parties will work together in good faith to negotiate and agree the terms of a Statement of Work in respect of the relevant services.
- 8.3 The parties will ensure that all Statements of Work are substantially in the form set out in Schedule 6.
- 8.4 When a Statement of Work under this agreement is executed by both parties, the services to be provided under that Statement of Work will become Services for the purposes of this agreement.
- 8.5 The execution of a Statement of Work by both parties, or the provision of the Services to MLA, does not form a separate contractual relationship between the Consultant and MLA. All Services provided by the Consultant under a Statement of Work are provided under and in accordance with the terms of this agreement and, in respect of any Deliverables to be provided under a Statement of Work, all references to "Platform" in this agreement will be read as being references to the Deliverables under that Statement of Work.

## **9 Fees and Payment**

- 9.1 MLA will pay the Fees to the Consultant on the dates and times set out in Schedule 2.
- 9.2 Payment shall not be due until MLA receives a correct invoice. An invoice is correct if it complies with the following:
- 9.2.1 the specified amount is correctly calculated and due for payment;
  - 9.2.2 is set out in a manner that enables MLA to ascertain the Deliverables or Services to which the invoice relates and the amount payable in respect of those Deliverables or Services; and
  - 9.2.3 the invoice is accompanied (where necessary or reasonably requested by MLA) by verifying documentation.
- 9.2.4 To the extent that the consideration to be paid or provided under this agreement is not expressed to be GST inclusive, a party must also pay the GST payable on a Taxable Supply made to it. The party making the Taxable Supply must provide a Tax Invoice to the other party at or before the time that the other party is required to pay the GST. Terms used in this clause have the meanings given to them in the GST Act.

## **10 Intellectual Property Rights**

- 10.1 The Consultant assigns to MLA all the Intellectual Property Rights in the Deliverables as and when they are created, whether developed prior to the date of this agreement, existing as at the date of this agreement or created afterwards.
- 10.2 The Consultant will procure that all its employees and approved contractors engaged in the development of any Deliverables sign moral rights consents in a form approved by MLA.
- 10.3 If any third party products or Intellectual Property Rights are used in the Deliverables or the Documentation, the Consultant warrants:
- 10.3.1 it has obtained for itself and for MLA all necessary consents, approvals and licences for the use of the third party products or Intellectual Property Rights; and
  - 10.3.2 the Specifications list all third party products to be used in connection with the development of the Deliverables.
- 10.4 The Consultant grants to MLA a royalty free, non-exclusive licence in perpetuity to use and commercially exploit any tools used by the Consultant in the development of the Deliverables and to sub-license the use of such tools to third parties in connection with the exploitation of the Deliverables.

- 10.5 If any part of the Deliverables or the Documentation infringes, or there is a threatened claim that it may infringe, a third party's rights including Intellectual Property Rights (**Infringing Materials**), the Consultant must immediately at its own expense and at MLA's option, do either of the following:
- 10.5.1 replace or modify the Infringing Materials without materially reducing the functionality of the Deliverables so as to avoid the infringement or alleged infringement; or
  - 10.5.2 obtain a licence for MLA to continue to use the Infringing Materials on terms reasonably acceptable to MLA.

## **11 Source code**

- 11.1 Promptly after completion of Acceptance Testing, the Consultant must deliver a copy of the Source Code to MLA.
- 11.2 The Consultant must ensure that the Source Code held by MLA is kept up-to-date and incorporates any and all modifications, amendments, updates, enhancements and new versions relating to the Deliverables.

## **12 Warranties**

- 12.1 The Consultant warrants that:
- 12.1.1 it has the full right, power and authority to enter into this agreement and to perform its obligations, assign the rights and give the warranties and undertakings set out in this agreement;
  - 12.1.2 it will use all reasonable care and skill in the performance of its obligations under this agreement;
  - 12.1.3 the Deliverables will:
    - (a) be free from defects, errors or viruses;
    - (b) at all times be compatible with the Designated Operating Environment; and
    - (c) perform in accordance with the Specifications;
  - 12.1.4 use of the Deliverables will not infringe the rights (including Intellectual Property Rights) of any third party; and
  - 12.1.5 it is insured for all its liabilities specified in this agreement.
- 12.2 The Consultant warrants that any rectified or substituted Deliverables supplied to MLA will comply with the warranties in this clause 12.

## **13 Indemnity**

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

- 13.1.1 any breach by the Consultant of this agreement; and
- 13.1.2 any act or omission (including negligence) of the Consultant or the Consultant's employees, agents or contractors in any way relating to this agreement.

## **14 Confidentiality and security**

- 14.1 Each party must during and after the term of this agreement:
  - 14.1.1 keep the Confidential Information of the other party confidential;
  - 14.1.2 only disclose the Confidential Information to:
    - (a) those of its employees who need to know for the purposes of this agreement; and
    - (b) its professional advisers; and
  - 14.1.3 use the Confidential Information of the other party only as contemplated by this agreement.
- 14.2 Each party must, immediately on demand from the other party or on expiration or termination of this agreement for any reason:
  - 14.2.1 deliver to the other party all Confidential Information of the other party which is capable of being transferred by delivery; and
  - 14.2.2 delete permanently all Confidential Information of the other party in electronic form stored on any computer or similar facility under the control of the party.
- 14.3 A party's obligations under this clause 14 do not apply to any Confidential Information which:
  - 14.3.1 the party can show was in its possession at the time of disclosure to it and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
  - 14.3.2 is in the public domain other than as a result of a breach of this agreement;
  - 14.3.3 is acquired from a third party, provided that it was not acquired by the third party unlawfully or in breach of an obligation of confidence; or
  - 14.3.4 is required by law to be disclosed.

## **15 Insurance**

- 15.1 The Consultant must at all times maintain:
  - 15.1.1 adequate workers' compensation insurance as required by law for its employees;
  - 15.1.2 professional indemnity insurance for an amount of at least \$2 million; and
  - 15.1.3 public and product liability insurance for an amount of at least \$5 million.

- 15.2 The Consultant must, on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 15.1.

## **16 Privacy**

- 16.1 The Consultant must:

- 16.1.1 comply with the Privacy Act 1988, including its Australian Privacy Principles;
- 16.1.2 not disclose any Personal Information under or in connection with this agreement to any entities located outside of Australia without MLA's prior written consent; and
- 16.1.3 ensure that all of its subcontractors comply with this clause 16.

- 16.2 Without limiting clause 16.1:

- 16.2.1 in relation to any Personal Information that the Consultant provides to MLA under this agreement, the Consultant warrants that it has:
  - (a) 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
  - (b) provided the individuals with the location of where MLA's privacy policy can be found;
- 16.2.2 in relation to any Personal Information provided to the Consultant in relation to this agreement, the Consultant must:
  - (a) 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
  - (b) co-operate with any reasonable request or direction of MLA which relates to the protection of the information; and
- 16.2.3 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.

- 16.3 The Consultant must:

- 16.3.1 immediately notify MLA upon becoming aware of any Data Breach, and to provide any information and assistance to MLA as reasonably required to allow MLA to assess the seriousness of, and respond to, the Data Breach; and
- 16.3.2 as soon as is reasonably practicable:
  - (a) comply with all reasonable directions;
  - (b) provide all necessary information; and
  - (c) do all things reasonably necessary,



to enable MLA to take steps to resolve, respond to or otherwise deal with the Data Breach including to assist MLA with its compliance obligations under the *Privacy Act 1988* (Cth).

## **17 Termination**

- 17.1 Without prejudice to any other rights MLA may have under this agreement or at law, MLA may terminate this agreement immediately by notice to the Consultant if the Consultant:
- 17.1.1 is in breach of any term and such breach is not remedied within 14 days of notice by MLA; or
  - 17.1.2 becomes or threatens to become or is in jeopardy of becoming subject to an Insolvency Event.
- 17.2 If:
- 17.2.1 the Consultant does not meet a Service Level for Critical or High Incidents more than twice in any Quarter; or
  - 17.2.2 the Uptime Percentage Target is not met for 4 months in any 12 month period,
- MLA may terminate this agreement immediately by notice to the Consultant.
- 17.3 If notice is given to the Consultant to terminate this agreement under this clause 17, MLA may in addition to terminating the agreement:
- 17.3.1 recover any sums paid to the Consultant for services that have not been fulfilled or performed together with interest on such sums calculated from the date those sums were paid to the date of refund;
  - 17.3.2 recover from the Consultant the amount of any loss or damage sustained as a result of the termination;
  - 17.3.3 be regarded as discharged from any further obligations under this agreement; and
  - 17.3.4 pursue any additional or alternative remedies provided by law.
- 17.4 The Consultant may terminate this agreement if MLA:
- 17.4.1 is in breach of any term and such breach is not remedied within 14 days of notice by the Consultant; or
  - 17.4.2 becomes or threatens to become or is in jeopardy of becoming subject to an Insolvency Event.
- 17.5 On expiry or termination of this agreement for any reason, the Consultant must:
- 17.5.1 immediately deliver to MLA all Deliverables (whether completed or not); and
  - 17.5.2 at its cost, co-operate with MLA's new service provider to migrate the Platform and transfer the Services to that new service provider.

## **18 Conflict of Interest**

- 18.1 The Consultant warrants to the best of its knowledge no conflict of interest exists or is likely to arise in the performance of its obligations under this agreement.
- 18.2 The Consultant will not, during the term of this agreement, engage in any activity likely to compromise the ability of the Consultant to perform its obligations under this agreement fairly and independently. The Consultant will immediately disclose to the Licensee any activity that constitutes or may constitute a conflict of interest.

## **19 Notices**

- 19.1 Any notice or communication, including any consent or approval, given to a party under this agreement must be in writing and:
- 19.1.1 delivered or posted to a party's address; or
  - 19.1.2 sending it by electronic mail to the last notified email address of the addressee,
- set out Schedule 1, as amended by notice from a party.
- 19.2 Notices will be deemed to have been received by the addressee on receipt (other than notices sent by email). An email is deemed to have been received on the date shown by a printed "read receipt" generated by the sender's computer.
- 19.3 If any notice or communication is given on a day that is not a Business Day or after 5.00pm on a Business Day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next Business Day.

## **20 Miscellaneous**

### Assignment

- 20.1 MLA may assign any of its rights under this agreement without obtaining the Consultant's consent. The Consultant may only assign any of its rights under it with MLA's written consent.

### Entire agreement

- 20.2 This agreement contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier agreement, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this agreement was executed, save as permitted by law.

### Further acts

- 20.3 The parties will promptly do and perform all acts and things and execute all documents as may from time to time be required, and at all times will act in good faith, for the purposes of or to give effect to this agreement.

### Governing law and jurisdiction

- 20.4 This agreement is governed by the law of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts. The parties will not object to the exercise of jurisdiction by those courts on any basis.

### No agency or partnership

- 20.5 No party is an agent, representative, partner of any other party by virtue of this agreement.

## **21 Definitions and interpretation**

### Definitions

- 21.1 In this agreement the following definitions apply:

**Acceptance Testing** means the testing of the Deliverables that is required to determine whether they meets the Specifications.

**Change Control Request** means a request made in accordance with the procedure set out in Schedule 5.

**Change Control Response** means a response to a Change Control Request.

**Confidential Information** means any information which a party obtains, accesses or develops in connection with this agreement and which may reasonably be regarded as confidential to the other or any third party.

**Data Breach** means any unauthorised access to, or unauthorised disclosure of, or loss of Personal Information, whether actual or suspected.

**Defect** means any error, fault or defect in a Deliverable including any failure of a Deliverable to comply with the functionality set out in the Specifications or the Documentation, as applicable.

**Deliverable** means an item, documentation (including the Documentation) or other material to be delivered to MLA under this agreement, and includes the Platform.

**Designated Operating Environment** means the technical environment in which the Software is to be used as set out in Schedule 1.

**Development Fee** means the fee to be paid by MLA to the Consultant for the successful creation and development of the Platform, as set out in Schedule 2.

**Development & Infrastructure Standards** means the document attached at Annexure A as amended from time to time.

**Documentation** means manuals and other printed or electronic information identified as such in Schedule 1 or in a Statement of Work, as applicable, and which includes all technical documentation relevant to the operation of the Platform.

**Due Date** means a date set out in Schedule 2 in relation to a Milestone.

**Fees** means:

- (a) the Development Fee;

- (b) the Hosting Fees;
- (c) the Support Fees; and
- (d) any other fees agreed in a Statement of Work.

**GST** has the meaning given to it in the GST Act.

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

**Hosting and Support Period** means the period commencing on the expiry of the Warranty Period for the Platform and continuing for the period set out in Schedule 1.

**Hosting Fees** means the fees to be paid by MLA to the Consultant for the Hosting Services, as set out in Schedule 2.

**Hosting Services** means the hosting services described in Schedule 3.

**Insolvency Event** means an arrangement, compromise, winding up, dissolution, receivership, official management, appointment of an administrator, liquidator or controller, assignment for the benefit of a creditor, scheme of arrangement with creditors, insolvency, bankruptcy or a similar procedure or, if it applies, a merger, amalgamation, reconstruction or change in the constitution of an entity for the purpose of or having the effect of altering a party's rights with its creditors.

**Intellectual Property Rights** means copyright, trade marks (whether registrable or not), patents, patent applications, designs, eligible circuit layout rights, trade secrets, know-how, confidential information, moral rights and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967.

**Milestone** means the stages specified in Schedule 2 in relation to the development of the Platform.

**Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth).

**Personnel** means the personnel of the Consultant specified in Schedule 1 or such other personnel reasonably approved by MLA.

**Platform** means the platform to be developed by the Consultant under this agreement.

**Quarter** means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December.

**Response Times** mean the response times specified in Schedule 4.

**Resolution Times** mean the resolution times specified in Schedule 4

**Services** means any services to be performed under this agreement and includes, where appropriate, the Hosting Services, the Support Services and any services described in a Statement of Work.

**Service Levels** means the service levels described in the Schedules 3 and 4 or in a Statement of Work.

**Source Code** means the source code of the Deliverables.

**Specifications** means the specifications set out in Schedule 1 or in a Statement of Work, as applicable.

**Standard Usage Hours** means the hours specified in Schedule 3.

**Statement of Work** means a statement of work agreed by the parties under clause 8.

**Support Fees** means the fees to be paid by MLA to the Consultant for the Support Services, as set out in Schedule 2.

**Support Services** means the maintenance and support services and other assistance to be provided by the Consultant as more fully described in Schedule 4.

**Uptime Percentage Target** means the percentage specified in Schedule 3.

**Warranty Period** means a period of 90 days from the conclusion of the Acceptance Testing.

Interpretation

21.2 In this agreement, unless the context otherwise requires:

21.2.1 a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;

21.2.2 a reference to a business day means a day on which all banks are open for business generally in Sydney, New South Wales; and

21.2.3 a covenant or agreement on the part of two or more persons binds them jointly and severally.

Schedule 1

**Consultant**

<b>Name</b>
<b>ABN</b>
<b>Street Address</b>
<b>Postal Address</b>
<b>Project Leader:</b>
<b>Name</b>
<b>Phone</b>
<b>E-mail</b>
<b>Administration Contact:</b>
<b>Name</b>
<b>Phone</b>
<b>E-mail</b>

**MLA**

<b>Meat &amp; Livestock Australia Limited</b>	<b>ABN</b> 39 081 678 364
<b>Street Address</b>	Level 1, 40 Mount Street North Sydney NSW 2060
<b>Postal Address</b>	PO Box 1961 North Sydney NSW 2059
<b>Technical Details:</b>	
<b>Name</b>	
<b>Phone</b>	
<b>E-mail</b>	

**Administration Contact:**

**Name**

**Phone**

**E-mail**

## Specifications, Documentation and Personnel

Project No.	
Project Title	
Start date	Completion date

### Purpose and description

*[insert a detailed description of the Software to be developed including]*

- statement of work
- functional specification
- technical specification

### Objectives

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

[insert objectives and outcomes]

### Additional details

Nil

**Documentation**

[list applicable manuals and technical documentation]

**Personnel**

**NOMINATED PERSON**

Contact Name:

Phone:

Fax:

Email:

**Agents or subcontractors**

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

--

**Hosting and Support  
Period**

[## ] years.

Schedule 2

Fees, Milestones and Target Dates

**Milestones**

Achievement Criteria	Due Date
1	
2	

**Development Fees and  
Payment**

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

**Cash flow**

Nominated Person	Daily rate	Max days	Max fees	Max expenses	Total
	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>					<b>AUD</b>



Each invoice must specify:

- *MLA's project number on the front page of this agreement; and*
- *total number of days and/or hours worked to which the invoice relates and analysis of these days with detailed reference to the projects undertaken.*

**Hosting Fees and  
Payment**

[insert]

**Support Fees and  
Payment**

[insert]

Schedule 3

Hosting Services

1. For the purposes of this schedule:

**Hosting Services** mean [##].

**Standard Usage Hours** mean the hours of [##].

**Uptime Percentage Target** means the [##]%.

2. The Consultant must ensure the Hosting Services comply with the following service levels and other requirements:

[##]

3. The Consultant warrants that the Hosting Services will meet the Uptime Percentage Target during the Standard Usage Hours every month. The Uptime Percentage will be calculated in accordance with the following formula:

$$U\% = \frac{S - D}{S} \times 100$$

Where:

S = Standard Usage Hours

D = Downtime Aggregate Hours

U% = Uptime Percentage

4. If the Uptime Percentage Target is not achieved in any one calendar month period, the Consultant agrees that [##] percentage of the Fees for that month may be deducted from the Fees payable for that month, depending on the actual Uptime Percentage achieved. Any deduction from the Fees payable for a particular month pursuant to this clause will not

be MLA's sole remedy for a failure by the Consultant to achieve the Uptime Percentage Target.

5. Without prejudice to clause 4 or any other rights that MLA may have under this agreement, if the Uptime Percentage Target is not achieved over two or more consecutive months, MLA may terminate the Hosting Services immediately by notice to the Consultant.

## Schedule 4

### Support Services

#### Definitions

1. For the purposes of this schedule:

**Incident** means any incident, bug or error which causes or may cause a disruption in the proper functioning of the Platform and / or a deterioration in the quality of the Platform operation and / or any failure of the Platform to operate in accordance with or otherwise comply with its Specifications.

**Incident Categories** mean the following incident types which depend on the level of negative impact on Users, in particular: critical, high and standard:

- (a) **Critical Incident** means an incident which causes the Platform to be unavailable or where an essential functionality of the Platform is unavailable.
- (b) **High Incident** means an incident with a significant negative impact on Users, affecting the majority of Users and preventing Users from using Platform functionalities.
- (c) **Medium Incident** means an incident with a limited negative impact on Users, affecting individual Users, which hinders the proper use of the Platform.
- (d) **Low Incident** means a minor problem exists with the Platform or a there is request to develop the Platform by adding new functionality or changing an existing functionality.

**Support Services** mean [##].

**User** means a user of the Platform.

#### Service Levels

2. The Consultant must comply with the following service levels:

Severity	Response Times	Resolution Times
<b>Critical Incident</b>	A response will be given within an hour from the time the Incident was reported. The response will include an estimated time to fix the Incident.	[##] hours from the response.
<b>High Incident</b>	A response will be given within 3 hours from the time the Incident was reported. The response will include an estimated time to fix the Incident.	[##] hours from the response.

<b>Medium Incident</b>	A response will be given within [3] business days from the time the Incident was reported. The response will include an estimated time to fix the Incident.	[##] business days from the response.
<b>Low Incident</b>	A response will be given within [10] business days from the time the Incident was reported. The response will include an estimated time to fix the Incident.	[##] business days from the response.

## Schedule 5

### Change Control Procedure

1. Change Control Requests will be utilised for the following purposes:
  - (a) Either party may at any time request an amendment to this agreement, including any change to the Specifications, Fee, Milestones and Due Dates.
  - (b) MLA may request additional services.
2. A party wishing to make a Change Control Request for one of the purposes in paragraph 1 (**Requesting Party**) must submit a Change Control Request to the other party (**Responding Party**).
3. The responding party must submit a Change Control Response to the requesting party within 15 business days of receiving the Change Control Request.
4. Where MLA is the Requesting Party, the Change Control Request must contain as a minimum:
  - (a) the title of the change, the originator and date;
  - (b) full details of the requested change (including acceptance tests and specifications for any ongoing enhancements);
  - (c) an assigned priority for the change, if required.
5. Where the Consultant is the Requesting Party, the Change Control Request (or when the Consultant is the responding party, the Change Control Response) must contain as a minimum:
  - (a) the title of the change, the originator and date;
  - (b) full details of the requested change;
  - (c) the assigned priority for that change if applicable;
  - (d) the cost, if any, of implementing the change and which party will bear the cost;
  - (e) a timetable for development;
  - (f) the impact, if any, of the changes on other aspects of this agreement;
  - (g) the date of expiry of validity of the Change Control Request (or Change Control Response, as the case may be);
  - (h) provision for signature by MLA and by the Consultant.

6. Where MLA is the Responding Party, MLA must evaluate the Change Control Request (or where MLA is the Requesting Party, MLA must evaluate the Change Control Response) and either:
  - (a) approve and sign the Change Control Request or Change Control Response (as the case may be), in which case this agreement will be deemed amended in accordance with the Change Control Request or Change Control Response (as the case may be); or
  - (b) reject the Change Control Request or Change Control Response (as the case may be) and notify the Consultant of this rejection.
7. Where the Consultant is the Responding Party and the Consultant spends more than four hours evaluating a Change Control Request to produce a Change Control Response, and MLA has consented to the evaluation taking place and the amount of time required, MLA must pay for the time the Consultant spends evaluating the Change Control Request at the Consultant's standard rates.

Schedule 6

Statement of Work

This is a pro forma Statement of Work. Do not complete the document below: use a separate Statement of Work for the actual work to be conducted.

<b>Commencement date</b>	
<b>Completion date</b>	

**Services**  
 [Insert a detailed description of the nature and scope of the Services including specifying whether the Services are for development services, hosting services, maintenance and support services]

**Deliverables**  
 [Specify the Deliverables to be provided by Consultant]

**Requirements**  
 [Insert detailed description of MLA’s Requirements.]

**Project Plan and Milestone Dates**

Milestone	Milestone Date	Payment amount (\$)

**Acceptance tests**  
 [Insert specific acceptance tests to be performed by MLA in relation to each Deliverable]

**Service Levels**  
 [Where applicable, insert relevant services levels, availability requirements and service credits]

**Service Fees**  
 [Specify amount and/or basis of calculation of Service Fees - eg. fixed fee, in accordance with Milestone Dates or monthly]

**Liquidated Damages**  
 [Specify amount and/or basis of calculation of Liquidated Damages]

**Warranty Period**  
 [Specify the relevant Warranty Period]

**Key Persons**  
 [Insert name, title and function of each of the Key Persons to be provided by the Consultant]

**Documentation**  
 [Specify any documentation to be provided by the Consultant under this Statement of Work]

**Training**  
 [Specify type, format and frequency of any training to be provided by the Consultant under this Statement of Work]

**Reports**

[Specify type, format and frequency of delivery of reports to be provided by the Consultant under this Statement of Work]

**Other terms**

[Detail any Statements of Work that relate to this Statement of Work and any other terms agreed between the parties]

## Execution

Executed as an agreement

Date:

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

.....  
Signature of witness

.....  
Signature of authorised person

.....  
Name of witness (print)

.....  
Name of authorised person (print)

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

.....  
Signature of witness

.....  
Signature of authorised person

.....  
Name of witness (print)

.....  
Name of authorised person (print)

# **ANNEXURE A**

## Development & Infrastructure Standards



**SECTION 5**

**5. 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

**SECTION 6**

**6. ANNEXURE**