



Integrity Systems

red meat customer assurance

All correspondence to:
Integrity Systems Company Limited
ABN 34 134 745 038
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 Integrity Systems Company Limited (**ISC**), are the property of ISC and are confidential to ISC. All materials provided by or on behalf of a tenderer to ISC will become the property of ISC. There is no payment for tender applications.

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1. INTRODUCTION AND INSTRUCTIONS

Integrity Systems Company (ISC)

- 1.1 ISC, a wholly owned subsidiary of Meat & Livestock Australia (MLA), has been given the remit by industry to deliver the red meat industry's on-farm assurance and through-chain traceability programs. These are the Livestock Production Assurance (LPA) program, the National Vendor Declaration (NVD) and the National Livestock Identification System (NLIS), which together make up Australia's red meat integrity system. ISC is also responsible for the delivery of significant components of ISC's Digital Value Chain Strategy, which will provide the new digital technology and data systems required to strengthen the integrity system programs with the most effective innovations available to industry.

Invitation

- 1.2 ISC invites interested parties to submit tenders by **COB 4th April, 2019.**, to develop a "NLIS Data Visualisation" of animal movements.

Tenders

- 1.3 Tenders must comply with all requirements specified in this request for tender.
- 1.4 Please submit an electronic/ soft copy of the tender.
- 1.5 All questions in Section 2 must be completed.
- 1.6 Section 3 describes ISC's requirements for a "NLIS Data Visualisation of animal movements.". Each tenderer must provide a statement detailing how it would meet ISC's requirements in Section 3.
- 1.7 Section 4 contains the terms of the agreement which ISC wishes to enter into with the successful tenderer. While the final agreement may also take into account negotiations between ISC and the successful tenderer, ISC has certain minimum legal requirements that must be satisfied before it is prepared to enter into an agreement with a supplier.
- 1.8 Where the successful tenderer has in place a negotiated standard agreement with ISC 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.
- 1.9 Section 5 contains a declaration to be completed by the tenderer.
- 1.10 All tenders should be sent to:

Attention: Andrew Skinner
 PO Box 1961
 North Sydney NSW 2059
 askinner@integritysystems.com.au

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 ISC'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**.

1.11 ISC will treat all tenders in confidence

Ownership of tenders

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

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

1.14 The tenderer licenses ISC, 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.

Disclosure

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

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

Questions

1.17 Any questions must be submitted in writing and marked to the attention of, Demi Lollback, PO Box 1961, North Sydney, NSW 2059 or askinner@integritysystems.com.au. ISC may provide the answers to such questions to all tenderers.

Extension of Closing Date

1.18 ISC may extend the Closing Date. Tenderers may request an extension by written request marked to the attention of the ISC Contact at least 3 business days prior to the Closing Date and must provide reasons in support of the request.

1.19 Any extension of time will be granted to all tenderers, not only the tenderer requesting the extension.

Discussion and public statements

1.20 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 ISC employees, agents, contractors or advisers (except the ISC Contact) any matter relating to the request for tender or the tender.

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

Conflict of interest

- 1.22 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 ISC 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, ISC 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.

Pricing information

- 1.23 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.

Tender validity period

- 1.24 Each tender must remain open for acceptance by ISC 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.

Applicable law

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

Privacy

- 1.26 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.

ISC's rights

- 1.27 ISC 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 late tenders;

- (d) accept any tenders which do not otherwise comply with the terms of this request for tender;
- (e) accept part tenders;
- (f) withdraw this request for tender or issue a new request for tender;
- (g) vary the terms of this request for tender;
- (h) negotiate directly with any person before or after the Closing Date;
- (i) discuss with each tenderer details of its tender; and
- (j) vary the tender selection process set out in this request for tender.

1.28 In addition to its rights under paragraph 1.27, ISC may decline to consider or accept any tender from a tenderer who does not satisfy ISC of the tenderer's ability to complete the tender in accordance with its terms.

1.29 ISC is not bound to accept the lowest or any tender.

1.30 ISC 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.

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

Costs

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

Binding agreement

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

Selection process

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

2. TENDERER INFORMATION

Details of tenderer

- 2.1 Name and address of the company or individual providing the tender;
- 2.2 Name of the person who may be contacted for further information;
- 2.3 Telephone number;
- 2.4 Facsimile number; and
- 2.5 Australian Business Number (ABN).

Pricing

- 2.6 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.

Proposed subcontractors and suppliers

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

Description of goods or services	Subcontractor or supplier

Insurance

- 2.8 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				

3. SPECIFICATION

Background

A significant proportion of the trust and strong reputation of Australia's \$23 billion red meat industry can be attributed largely to its integrity systems. Elements of the red meat integrity system include the National Livestock Identification System (NLIS) ensuring traceability, Livestock Production Assurance (LPA), the red meat industry's on-farm assurance program for food safety, animal welfare and biosecurity, and the national vendor declaration (NVD) providing the documentation that verifies on-farm practices and animal treatments.

The Integrity Systems Company (ISC) has collected within the NLIS system a large amount of animal movement data over the 20 years of its existence. This NLIS is a permanent lifetime traceability system that includes:

- Records of Device and PIC statuses
- Device and corresponding livestock movements tracked for the purposes of: (i) biosecurity; (ii) food safety; (iii) product integrity; (iv) market access; and (v) other industry related purposes.
- Data on (a) carcass feedback information; (b) group or mob based movement data; (c) scanned images of NVD or movement documentation; and (d) responses to questions on NVD forms.

To date, NLIS data has been represented to stakeholders through a number of retrospective textual/numeric reports generated from the system. There is now a desire to visualise the value of this data to stakeholders in a more compelling, graphically designed and visually rich way highlighting animal movements, traceability and biosecurity related risk areas, anomalies and other key data points. On approval from industry and the ISC Board, this visualisation will be used by ISC and the jurisdictions to discover day to day insights, on the screens in the ISC/MLA offices, via a government accessible dashboard, within ISC presentations and used as an input into direct marketing campaigns to NLIS and LPA participants to drive improvements in system compliance

These terms of reference outline a project that seeks to review the available NLIS data, graphically design a compelling visual representation of NLIS data, identify and fill any data gaps required to realise the visualisation and to build the data visualisation for use across digital medium. The visualisation will provide value to industry and levy payers by highlighting the integrity data that ISC collects on behalf of industry and showcasing a number of the key insights and data points contained in the NLIS database.

Objectives

By 31st May 2019, this project will provide a data visualisation that achieves the following:

1. A thorough review of the NLIS system data identifying opportunities for presentation along with any data gaps or enrichment opportunities to enhance presentation of the data
2. The development of a mechanism for extracting/accessing the required data from the NLIS database, without degrading the performance of the NLIS product (the NLIS platform is based on the Microsoft SQL Server, C# .net stack)
3. The development of a visualisation of NLIS data to be used for real time day to day reporting, within the ISC website, on the screens in the ISC/MLA offices and in ISC presentations. The visualisation may also be used by state government.

Deliverables

- A comprehensive report that contains the results of the objectives of the project (items 1 - 3) which will provide detail and background to the project, further opportunities for visualisation of NLIS data and possible future improvements to the chosen direction.



- A storyboard and design for the visualisation to be approved by ISC and ISC stakeholders
- A fully developed and tested data visualisation of NLIS data along with supporting API
- AWS cloud infrastructure and configuration artefacts/scripts to support the objectives and deliverables

Proposal requirements

A proposal is required from experienced consultants that address the following:

1. A clear understanding of the challenges and response to the identified deliverables
2. Proposed methodology/ies, including:
 - a. approach to be undertaken
 - b. timetable of activities and milestones
3. Consultant and team capabilities, skills and experience
 - a. Proven ability of all team members to complete contracts on time and budget and meet client needs.
 - b. Knowledge and experience of all team members in conducting research that involves establishing the viability of digital commercial models.
4. An understanding of Australia's Integrity Systems programs, global competitors and their systems and key stakeholder groups.
5. A detailed budget, including and outline of daily fees and expenses
 - a. Applications will be assessed against each of these areas.
 - i. Budget allocation
 - ii. The total budget for this project should not exceed \$50K and all software license costs must be clearly articulated
 - iii. The timeline for completion of the draft report and beta software should aim to be by 10th May 2019 however a proof of concept will be required before end of April 2019.

Conflict of interest

The ISC should be notified of any potential conflict of interest.

Contracting

The consultants will be contracted using the standard ISC consultancy agreement.

Fees and conditions of payment

1. Payments will be in accord with a payment schedule linked to milestone reports. Milestones for reporting may be negotiated at the commencement of the project.
2. The payment schedule will be:

On execution of a contract:	40%
On submission of the draft final report and beta software:	30%
On submission and presentation of a final report and working software:	30%

Application submission and further information

For further information, please contact Andrew Skinner at the ISC at askinner@integritysystems.com.au. Applications should not exceed 4 A4 pages and should be submitted to askinner@integritysystems.com.au by COB 4th April, 2019.

4. ISC's STANDARD CONSULTANCY TERMS



AGREEMENT

BETWEEN

INTEGRITY SYSTEMS COMPANY LIMITED

ABN 34 134 745 038

AND

LEGAL ENTITY NAME

ABN <insert ABN>

PROJECT NO. X.XXX.XXXX

Project Title

CONSULTANCY AGREEMENT

THIS AGREEMENT IS MADE ON

2019

PARTIES

INTEGRITY SYSTEMS COMPANY LIMITED ABN 34 134 745 038 of Level 1, 40 Mount Street, North Sydney, New South Wales (ISC)

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

BACKGROUND

ISC 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 ISC, includes the ISC 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, trademarks, 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;

ISC Material means all material and Intellectual Property provided by ISC 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 ISC 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

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

for the purpose of enabling ISC 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 ISC from time to time concerning the Services; and
- (b) at all times, act in the best interests of ISC. If at any time ISC reasonably considers that the Consultant has not acted in the best interest of ISC, ISC 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 ISC, 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 ISC'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 ISC under this agreement, the Consultant warrants that it has:
 - (i) before providing the personal information to ISC, notified all individuals to whom the personal information relates that it will be disclosing their personal information to ISC for the purposes of this agreement and obtained any required consent to such disclosure; and
 - (ii) provided the individuals with the location of where ISC's privacy policy can be found;
- (b) in relation to any personal information provided to the Consultant by ISC 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 ISC which relates to the protection of the information; and
- (c) the Consultant must promptly notify ISC of any complaint that it receives concerning the personal information under this agreement and comply with any reasonable directions of ISC in relation to such complaint.

3.6. Work Health and Safety

- 3.6.1. The Consultant acknowledges that ISC 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 ISC 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 ISC, at ISC'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 ISC 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 ISC 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 ISC.
- 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 ISC 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. ISC 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, ISC 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 ISC 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, ISC 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, ISC'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

ISC 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 ISC.

4.2. Expenses

Unless otherwise specified in the schedule, ISC 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 ISC's prior written consent before incurring any travel or accommodation expenses not specified in the schedule; and
- (b) gives ISC:
 - (i) details of the expenses incurred, together with evidence acceptable to ISC on reasonable grounds of the incurring of those expenses, including receipts for expenses over \$20; and
 - (ii) all assistance reasonably required by ISC to verify the expenses incurred.

4.3. Payment

Unless otherwise specified in the schedule, ISC 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 ISC an invoice setting out details of:
 - (i) the Services provided, time worked and fees payable; and
 - (ii) expenses incurred, in that period; and
- (b) ISC 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 ISC 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 ISC 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 ISC 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 ISC 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 ISC to use the Project IP.

6.3. Licence to the Consultant

6.3.1. ISC 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 ISC 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 ISC's logo

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

The ISC Material remains the property of ISC and, on termination of this agreement, the Consultant must immediately return the ISC Material and all copies of it to ISC and permanently delete from all computer systems under the control of the Consultant all ISC 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 ISC 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 ISC Material and the Project IP and must ensure that the ISC 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 ISC 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 ISC.

9.3. Exclusion

ISC'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 ISC 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 ISC the Intellectual Property in any materials created under the engagement;
- and



- (c) maintain such insurance in such amounts as ISC 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) ISC's ability to use or exploit the Project IP.

12. INDEMNITY

The Consultant indemnifies ISC against all damages, losses, costs and expenses incurred by ISC 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

ISC 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,

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



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 ISC.
- 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

ISC

Integrity Systems Company Limited ABN 34 134 745 038

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 ISC's reasonable satisfaction:

Additional details

Agents or subcontractors

Subject to the obligations relating to agents and subcontractors, ISC 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 ISC website http://www.ISC.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 ISC's style guide and report guidelines (available at http://www.ISC.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>ISC 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 ISC'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 ISC'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 ISC, with tax invoice for payment attached

NB: any money uncommitted at the end of the Project must be returned to ISC

SIGNED AS AN AGREEMENT

Signed for and on behalf of
Integrity Systems Company Limited
in the presence of:

.....
Signature of witness

.....
Dr Jane Weatherley
Chief Executive Officer

.....
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

SECTION 5

4. DECLARATION

4.1 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 ISC 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

4.2 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 ISC 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

