



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

Request for tender

J16416: Shelf life models for beef, lamb, and pork

Requestor: Ian Jenson

Date completed: 25 August 2020

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

Contents

1.	INTRODUCTION AND INSTRUCTIONS	3
1.1	Meat & Livestock Australia Limited (MLA)	3
1.2	Invitation.....	3
1.3	Tenders	3
1.4	Ownership of tenders	4
1.5	Disclosure.....	4
1.6	Questions	5
1.7	Extension of Closing Date	5
1.8	Discussion and public statements	5
1.9	Conflict of interest	5
1.10	Budget information	5
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	7
1.17	Selection process.....	7
2.	TENDERER INFORMATION.....	8
2.1	Details of tenderer	8
2.2	Proposed subcontractors and suppliers	8
2.3	Insurance.....	8
2.4	References.....	9
3.	SPECIFICATION	10
3.1	Background	10
3.2	Project description.....	10
3.3	Requirements for the tender	10
3.4	Pricing	11
3.5	Agreement to MLA's Terms and conditions and completion of Schedule	11
3.6	Project Intellectual Property.....	11
3.7	Project management	11
3.8	Assessment criteria.....	12
4.	MLA's STANDARD RESEARCH TERMS	13
5.	DECLARATION	14
5.1	For corporate tenderers.....	14
5.2	For individual tenderers.....	15
6.	NON-DISCLOSURE AGREEMENT	16

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.

The scope of this tender includes pork, which is outside the scope of MLA's remit. Pork has been included by agreement between MLA and Australian Pork Limited (APL) as this approach is seen as being the most efficient method for APL to have a shelf life model developed for pork.

1.2 Invitation

MLA invites interested parties to submit tenders by 5:00pm on 25 September, 2020 (Sydney time) (Closing Date), to conduct research to develop shelf life models for beef, lamb and pork.

1.3 Tenders

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

Please submit an electronic/soft copy of the tender.

All questions in Section 2 must be completed

Section 3 describes MLA's requirements for development of shelf life models for beef and lamb. Each tenderer must provide a statement detailing how it would meet MLA's requirements in Section 3.

Section 4 refers to a separate document containing the terms of the agreement, which MLA will agree to enter into with the successful tenderer. While the final agreement may also take into account special considerations that have been agreed between MLA and the successful tenderer, MLA has certain minimum 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 may 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.

Section 6 contains a declaration to be completed should the tenderer wish to access Confidential Information to assist with preparation of the tender.

All tenders should be sent to:

Attention: Chad Cooper
ccooper@mla.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 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**.

Section 6 contains a voluntary non-disclosure agreement, should the tenderer wish to avail themselves of Confidential Information, outlined in Section 3.1

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 Dr Ian Jenson (ijenson@mla.com.au). MLA may provide the answers to such questions to all tenderers.

1.7 **Extension of Closing Date**

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

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

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 or the MLA employee identify that a conflict of interest might arise in the provision of goods or services contemplated by this request for tender, tenderers or the MLA employee 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 (6) 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 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.

In addition to its rights under paragraph 0, 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. The reviewers that will review the tender submissions will be composed, at least, of:

1. 2 x employees of MLA with relevant technical experience;
2. 1 x external third party expert;

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;

Facsimile number; and

Australian Business Number (ABN).

2.2 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 (including ABN)

2.3 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				

2.4 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:

Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

Name:

Telephone number:

Contact:

Goods or services provided:

Completion date of agreement:

SECTION 3

3. SPECIFICATION

3.1 Background

MLA has contracted with the University of Tasmania, as a Principal Research Organisation on Microbial Ecology and Physiology, to develop an understanding of the shelf life of vacuum packed, chilled, beef and lamb. Some other shelf life work has also been conducted (see <https://www.mla.com.au/research-and-development/search-rd-reports/final-report-details/Product-Integrity/Shelf-life-of-Australian-meat/3520>). In addition to the existing scientific literature, two draft manuscripts have been prepared that are currently undergoing revision and consideration for publication, and can be made available to potential tenderers subject to the completion of a tripartite non-disclosure agreement (provided as a Word document – see section 6).

A model to predict the organoleptic shelf life of primary packaged (at the processing establishment) chilled, vacuum-packed, beef and lamb has been developed and validated and is currently available under a research licence.

3.2 Project description

The project will develop and validate further models for beef and lamb in modified atmosphere packed (MAP), Vacuum Skin Pack (VSP), and other common forms of packaging (e.g. thermoform, overwrap etc), all as practised by the industry. Models will need to be considered for both primary packaging (for example, at an abattoir or boning room within a few days of slaughter) and well as secondary packaging (consumer-ready packaging following a period of vacuum packing usually called wet ageing). Secondary packaging in vacuum such as primals which have been reprocessed and put back into vacuum bags again should also be considered.

The project will develop and validate a model for the primary packaging of chilled pork in vacuum packing, as practised by the industry.

3.3 Requirements for the tender

Without limiting the contractor's ability to develop and apply any particular approach or methodology, the proposal should:

- Detail the contractor's approach to the work;
- Detail a proposed methodology and show how this will address the project issues and aims;
- Detail the work activities that the contractor proposes to undertake;
- Provide a program of work and milestones by which progress will be measured; and,
- Show how the work program will achieve the objectives of the project.

3.4 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. The costs associated with development and validation of the pork model are to be itemised separately from the red meat model development and validation.

3.5 Agreement to MLA's Terms and Conditions and completion of Schedule

MLA expects a research partner to sign up to our Research Agreement (Section 4), without the need to enter into negotiation. Research Organisations that have a previously negotiated Agreement with MLA should determine from MLA whether those Terms and Conditions are still valid.

Sufficient information should be provided so that MLA can easily complete the Research Agreement schedule (attached), in addition to the information requested in Section 2 of this document, for example:

- contact details of project manager, administrative contacts and the person authorised to sign the Research Agreement
- background IP
- Milestone achievement criteria, dates (milestone dates must allow 28 days for MLA to review, provide comment, obtain a revised report and approve) and costs according to the budget table

3.6 Project Intellectual Property

MLA's default position is the ownership of all Project IP. APL will own the Project IP relating to the pork model. Alternative approaches to Project IP will be considered, consistent with MLA's and APL's need to provide industry with the models to benefit their shelf life management.

3.7 Project management

The proposal should identify the applicable codes and whether the Research Organisation agrees to conduct the research in compliance with the following:

- [Australian Code for the Responsible Conduct of Research](#)
- [Australian Code for the Care and Use of Animals for Scientific Purposes](#)
- [National Statement on Ethical Conduct in Human Research](#)

The proposal should indicate any requirements of MLA or APL staff and industry personnel involvement.

3.8 Assessment criteria

The successful applicant will be selected on their ability to:

- demonstrate knowledge and experience relevant to shelf life of meat;
- understand the project issues as they relate to the meat industry;
- demonstrate excellent communication and project management skills;
- provide a methodology that will fulfil the objectives of the project within a clear timeframe;
- display innovative approaches to the project;
- provide a simple pathway for negotiating the terms and conditions of the agreement; and
- submit a cost-effective budget

SECTION 4

4. MLA's STANDARD RESEARCH TERMS

MLA's standard research agreement is provided as a separate document 'j16416 MLA Research Terms'.

SECTION 5

5. DECLARATION

5.1 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 2020

Before me,

.....

Justice of the Peace/Solicitor

5.2 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 2020

Before me,

.....

Justice of the Peace/Solicitor

SECTION 6

6. NON-DISCLOSURE AGREEMENT

If tenderers wish to avail themselves of Confidential Information, the agreement on the following pages should be completed and returned to:

Chad Cooper ccooper@mla.com.au

who will arrange for counter-signing and provision of the Confidential Information.

The Confidential Information consists of two unpublished manuscripts.

The Recipient must delete that Confidential Information from all electronic media on which it is stored, so that it cannot be restored or in any way reconstructed or reconstituted once the tender has been submitted.

MUTUAL CONFIDENTIALITY DEED (Non-Disclosure Agreement)

Between

**UNIVERSITY OF TASMANIA,
MEAT & LIVESTOCK AUSTRALIA**
ABN 39 081 678 364

And

[Name of tenderer]
ABN xx xxx xxx xxx

University of Tasmania - Legal Services

University Governance, Division of the Chief Operating Officer
www.utas.edu.au/legal-services

Corporate Services Building
TT Flynn Street
SANDY BAY TAS 7005

Private Bag 42
HOBART TAS 7001
+ 61 3 6226 5536

UNIVERSITY OF TASMANIA

Mutual Confidentiality Deed

DATE: day of 2020.....

PARTIES: **University of Tasmania ABN 30 764 374 782**, a body corporate continued in existence pursuant to the *University of Tasmania Act 1992* (Tas) of Churchill Avenue, Sandy Bay in Tasmania (the University);

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

AND: **[Name of tenderer] ABN xx xxx xxx xxx**, of (Address) (Abbreviation);

(each a 'Party' and together the 'Parties')

RECITALS:

- A. The Parties wish to exchange information to assist them with the Purpose.
- B. Each Party has agreed to disclose certain information to the other Party, and they have each agreed to receive those disclosures on the terms and conditions set out in this document.
- C. The Parties have elected to enter into this document on the terms set out below.

AGREED TERMS:

1. Definitions and Interpretation

- 1.1. In this document, unless a contrary intention is indicated in context, capitalised words and phrases that are not proper nouns have the meaning designated in this clause 1.1:

Business Day means any week day on which banks are generally open for business in Hobart, Tasmania.

Commencement Date means the date of this document.

Confidential Information means:

- (a) the existence and terms of this document;
- (b) any discussions that have taken or may take place in relation to the Purpose and the content of those discussions); and
- (c) all information (regardless of form) disclosed or otherwise made available before or after the date of this document by the Discloser to the Recipient, for, or in connection with the Purpose, including information which:
 - (i) is marked as being proprietary or confidential to the Discloser;
 - (ii) in the circumstances surrounding disclosure, or because of the nature of the information, ought in good faith to be treated as confidential; or
 - (iii) is confidential to a third party to whom the Discloser owes an obligation of confidence.

Discloser means a Party who discloses Confidential Information.

Intellectual Property Rights means legal rights in any:

- (a) copyright;
- (b) design, patent, trademark, semiconductor, circuit layout or plant breeder rights (whether registered, unregistered or applied for);
- (c) trade, business, company or domain name; and
- (d) know how, inventions, processes, or Confidential Information (whether in writing or recorded in any form);

and any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields, including any such rights either existing at the commencement of this document or arising directly or indirectly out of the performance of this document or constituted by statute or rule of law relating to or arising out of materials contemplated under this document or any related documentation.

Law means:

- (a) the present or future requirements of any statute, regulation, order, rule, subordinate legislation, common law, equity or other document enforceable under any statute, regulation, rule or subordinate legislation, common law or equity; and

the lawful requirements, directions or instructions of any government or regulatory body.

Party means a party to this document.

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

Privacy Legislation means the *Personal Information Protection Act 2004* (Tas), the *Privacy Act 1988* (Cth) and other legislation regarding privacy in force from time to time that is applicable to the parties.

Purpose means the purpose of enabling the Parties to respond to a Request for Research Proposal issued by MLA, which may or may not be taken up by the Parties.

Recipient means a Party who receives Confidential Information.

Representatives means a Party's employees, officers, agents, contractors, auditors, advisors, or volunteers acting on behalf of a Party (and in the case of the University may include Students);

Student means a student who is enrolled at the University;

Student Thesis means any dissertation or scholarly work which a Student prepares over the course of their study for submission to the University for examination, whether or not created in the course of the Purpose;

Unless context otherwise requires, in this document:

a word which denotes the singular denotes the plural and vice versa;

a reference to 'this document' includes the contractual understanding set out in this document, regardless of whether this document is a deed, agreement, or some other binding instrument;

a reference to time is to Australian Eastern Standard Time, or Australian Eastern Daylight Time, if applicable.

where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

a reference to any legislation includes that legislation as amended, re-enacted consolidated or substituted;

a reference to a person includes a partnership and a body whether corporate or otherwise;

a reference to currency is a reference to Australian currency;

any use of the verb 'includes', or of words such as 'for example' or 'such as', do not limit anything else that is included in general speech; and

a reference to a thing or amount is a reference to the whole and each part of it.

This document may not be construed adversely to a Party just because that Party prepared it.

Any headings or other reference aids do not form part of the agreement reached in this document.

Any act that this document specifies must take place on a day which is not a Business Day may be done on the next Business Day.

If there is any inconsistency between the terms and conditions of this document and the provisions of a schedule or annexure to this document, the terms and conditions of this document will prevail as between those terms and the provisions of the schedule will prevail as between the schedule and the annexure.

If the Commencement Date is prior to the date this document was signed, the parties agree that this document binds them as from the Commencement Date.

Confidential Obligations

Each Party:

acknowledges that the Confidential Information has the quality of confidence and is therefore confidential to the Discloser;

may use Confidential Information of each other Party solely for the purposes of:

fulfilling the Recipient's obligations under this document; and

performing functions subsidiary to the Purpose.

except as permitted under this document (or unless a Party has obtained the other Party's consent under this document), must:

keep all Confidential Information of the other Party confidential; and

take appropriate steps to ensure that Confidential Information remains secure and is protected from disclosure; and

not make any use of, or make copies of the Confidential Information for any purpose other than the Purpose.

may disclose Confidential Information of each other Party only to employees, contractors, (and, in the case of the University, Student Thesis examiners and Students) who:

are aware and agree that the Confidential Information of each other Party must be kept confidential; and

either have a need to know (and only to the extent that each has a need to know), or have been specifically approved by that other Party.

The Recipient acknowledges that:

damages may not be an adequate remedy for the Discloser for any breach of this document; and
as a remedy for any breach or threatened breach by the Recipient or its Representatives of this document, the Discloser will be entitled to seek injunctive relief or specific performance, in addition to any other remedies available at Law.

Neither Party:

is required to enter into any transaction or further contracts in respect of the opportunities contemplated by the Purpose;

makes any representation or warranty concerning the suitability, accuracy, completeness, legal compliance, legality or otherwise of the Confidential Information; or

can assert that this document transfers to the Recipient any right, title or interest in the Confidential Information (including any right, title or interest in the Intellectual Property Rights in the Confidential Information).

Term

The Recipient's obligations under this document expire when all of the Confidential Information is in or becomes part of the public domain, otherwise than through breach of either:

this document; or

any obligation of confidence owed to the Discloser.

Confidentiality Exclusions

The obligations of confidence in this document do not apply to Confidential Information that:

is in the public domain other than as a result of a breach of this document;

is provided to the Recipient (without restriction as to its use or disclosure by the Recipient) by an independent third who owes no obligation of confidentiality to the Discloser under any Law;
or

is independently developed by the Recipient or any Representative of the Affiliate.

Disclosures to Representatives

A Recipient may disclose Confidential Information of a Discloser to its Representative without the Discloser's prior written consent only if the disclosure is made to the Representative on a 'need to know basis' and before the disclosure the Recipient must:

inform the Representative of the confidential nature of the Confidential Information to be disclosed; and

ensure that the Representative is legally required to observe all the Recipient's obligations under this document as if those obligations were imposed on that Representative.

The Recipient is liable for any act or omission of any of its Representative which would constitute a breach of this document if it was the conduct of the Recipient.

Disclosures at Law

The Recipient may disclose Confidential Information of the Discloser without the Discloser's prior written consent if the disclosure is required by a Law, provided:

where it is legally permitted to do so, the Recipient provides the Discloser with reasonable prior written notice of the required disclosure to allow the Discloser to take such steps as the

Discloser considers necessary to prevent or minimise the disclosure or maintain the confidentiality of the Confidential Information;

the Recipient provides the Discloser with that assistance and co-operation which the Discloser considers necessary to prevent or minimise that disclosure of the Confidential Information; and

the Recipient limits the disclosure to that Confidential Information that must be disclosed by the relevant Law.

Return or destruction of Confidential Information

If requested by the Discloser, the Recipient agrees to:

cease using the Discloser's Confidential Information;

return to the Discloser, or at the option of the Discloser, destroy or alter so as not to contain any Confidential Information, all material in the possession of the Recipient or its Affiliates which contain any Confidential Information and provide written confirmation to the Discloser that such destruction or alteration has been completed;

for Confidential Information stored electronically, permanently delete that Confidential Information from all electronic media on which it is stored, so that it cannot be restored or in any way reconstructed or reconstituted.

Notwithstanding clause 00, a Recipient will not be required to return, destroy or alter documents or other materials to the extent that:

the Recipient is required by Law to keep them;

they are legal advice, internal working papers, legal opinions or materials used for the purpose of providing legal opinions;

they are required to record and satisfy audit or governance requirements applying to the Recipient or the Recipient's related entities; or

they are included in working papers for the purpose of and in submissions to internal board, board committee or senior executive meeting papers for the purpose of evaluating the Purpose and for making decisions in relation to the Purpose.

No Recipient is released from its obligations under this document as a result of returning, destroying or deleting any documents or other information under this clause 0.

Privacy Laws

Each Party must:

comply with the reasonable directions of a Discloser in relation to the handling of any Personal Information that the Recipient holds or has held;

comply with other applicable obligations concerning Personal Information under the Privacy Legislation;

use Personal Information only for the Purpose; and

not transfer any Personal Information outside of Australia without the Discloser's prior written approval.

In circumstances where the Recipient identifies actual or suspected unauthorised access or disclosure of Personal Information or loss of Personal Information (**Data Breach**) held by the Recipient on behalf of the Discloser pursuant to this document, the Recipient will immediately:

deploy any measures necessary to prevent the recurrence or any continuance of the Data Breach;

notify the Discloser of the Data Breach, ensuring that it advises the Discloser of, at a minimum, the following:

all facts concerning how the Data Breach occurred currently known to the Recipient;

the information affected by the Data Breach; and

any measures applied by the Recipient, its Representatives and contractors to secure the Personal Information affected by the Data Breach;

assist the Discloser in investigating any Data Breach and cooperate with the Discloser in investigating any Data Breach.

This clause **Error! Reference source not found.** will survive termination or expiry of this document.

Notices

Any notice, consent, approval, waiver and other communications (**Notice**) to be given under or in connection with this document must be in writing, and marked for the attention of the Notice recipient at the Notice recipient's last known mailing or email address.

Notices take effect from the time they are received unless a later time is specified in the Notice itself.

If sent by email, Notices are taken to be received at the time the email message is sent, unless:

the sender receives automated email notification that the email transmission has failed or has been delayed within 12 hours of sending the notice; or

the sender receives automated email notification to the effect that the Notice recipient is not likely to receive the notice until a later date, which will then become the deemed date of receipt.

If sent by post, Notices are taken to be received 5 days after posting (or 10 days after posting if sent to or from a place outside Australia).

General

This document may only be varied in writing by all the Parties.

A Party's agreement to waive a right or entitlement under this document is only effective if that Party gives written notice of that waiver to the Party seeking the benefit of the waiver. Waiver by a Party of anything that another Party must do under this document is not a waiver of any other right or entitlement under this document. A failure or delay in exercising a right arising from a breach of this document is not a waiver of that right.

A Party must not assign its rights or obligations under this document without the prior written consent of the other Parties.

This document constitutes the entire agreement between the Parties in relation to its subject matter and supersedes any previous agreement of the Parties, or any other communication or representation made, in relation to its subject matter.

If a provision of this document is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this document. All other provisions of this document remain in full force and effect.

Nothing in this document creates a relationship of employer and employee, principal and agent, or partnership between the Parties. A Party has no authority to act for any other Party or to create or assume a responsibility for an obligation of any other Party.

A Party may execute this document by signing a counterpart. All counterparts constitute one document when taken together. A signed copy of this document made by photocopy, facsimile or electronic image format will be considered an original and execution of this document will have occurred when each Party holds such copy signed by the other Party or Parties to this document.

Each Party must:

do or cause to be done all acts and things necessary or desirable to give effect to; and
refrain from doing all acts and things that could hinder performance by any Party of,
this document.

A provision of this document will survive termination or expiry of this document (together with all other provisions required to give effect to that provision) if:

this document explicitly states that it will survive; or
the provision is intended to survive by either by implication or as otherwise determined at law.

This document is governed by and must be construed in accordance with the laws of Tasmania. Each Party:

irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Tasmania and all courts that have jurisdiction to hear appeals from them; and
waives any right to object to proceedings being brought in those courts for any reason.

EXECUTED AS A DEED

EXECUTED by an authorised officer, for and on behalf of the **UNIVERSITY OF TASMANIA** in the presence of:

) Signature

)

) Print Name

)

) Date

Witness (please sign)

Witness Full name

Witness Address

Witness Occupation

EXECUTED by Meat and Livestock Australia in accordance with s127 (1) of the Corporations Act 2001 by:

..... Signature

..... Signature

..... Date

..... Date

..... Print Name

..... Print Name

Director / Sole Director / Sole Company Secretary*

Director / Company Secretary*

EXECUTED by [Name of tenderer] in accordance with s127 (1) of the Corporations Act 2001 by:

..... Signature

..... Signature

..... Date

..... Date

..... Print Name

..... Print Name

Director / Sole Director / Sole Company Secretary*

Director / Company Secretary*

By signing this document, each signatory warrants that the execution provision binds the Party they are stated to represent in the jurisdiction in which that Party is situated, and that the signatory has authority to enter into this document on behalf of that Party.