# Terms of Reference

## Feedlot Induction Review

**Proposal due:** 5pm (AEDT) 12 November 2026

**Submit to:** nbaker@livecorp.com.au

# The Livestock Export Program (LEP)

The Australian Livestock Export Corporation (LiveCorp) is the rural Research and Development Corporation for the livestock export industry in Australia. LiveCorp's mandate is to provide research, development, extension (RD&E) and marketing services that maximise the productivity, sustainability and competitiveness of Australia's livestock export industry.

Meat & Livestock Australia (MLA) is a research development corporation representing Australia's livestock producers.

LiveCorp and MLA have an active collaboration through a joint program known as the Livestock Export Program (LEP). The LEP delivers animal welfare improvements in Australia and overseas markets through funding programs in:

- Livestock management, health and welfare
- Market access and development
- Supply chain improvements
- Communication and stakeholder relationships
- Research, development and extension.

## Background and benefits

Southeast Asia (SEA) remains the main market for live cattle exports from Australia, representing more than 80% of total Australian cattle exports. Although businesses have adopted localised strategies for building profitable supply chains across the region, lot feeding cattle remains a key profit driver for many businesses and underwrites their ability to purchase Australian cattle.

As markets, industries and systems have developed, however, the increase in input, biosecurity and regulatory costs, currency exchange fluctuations and low gross profit margins are threatening to impact longer term trading conditions. As a result, ensuring that feedlots are operating as efficiently as possible is an integral part of the long-term sustainability of the trade.

Following foot and mouth disease (FMD) and lumpy skin disease (LSD) outbreaks across SEA over the past 5–10 years (depending on the market), lot feeders have had to introduce more extensive induction practices to allow for multiple vaccinations, health checks and drafting. The LEP in-market program has received advice from a range of feedlots in Indonesia that since the introduction of these additional processes, the shrinkage rate has increased by 2–3% and in some instances by more than 5% (compared to rates of shrinkage pre-2022). The importance of managing shrinkage rates was also highlighted as a recommendation from an LEP RD&E Program project – Optimising Australia's Live Cattle Supply Chain for Global Competitiveness across Indonesia and Vietnam (LC.RDE.0047).

The LEP is seeking a suitably qualified consultant to undertake a feedlot induction review across Indonesia, Vietnam and other SEA markets. The project will analyse the state of infrastructure, handling and induction practices and procedures and provide recommendations for efficiency improvements to inform future LEP RD&E and in-market priorities and activities.

A key focus will be measuring the shrinkage caused by induction handling, and a risk-benefit analysis of vaccination.

Potential benefits include:

- A reduction in shrinkage during feedlot induction
- Enhanced feedlot profitability
- A clear evidence base on the benefit of vaccination (FMD and LSD in particular)
- Improved understanding of industry capability, training and infrastructure needs
- Adoption of LEP R&D outcomes and best practice cattle management
- Data collection and analysis throughout the supply chain
- Positive industry engagement to support strong bilateral relationships

## Strategic alignment

| STRATEGIC ALIGNMENT | Rationale |
|---|---|
| Animal welfare and continuous improvement | Supports improved animal welfare and husbandry outcomes through recommendations for best practice infrastructure and handling. |
| Extension, adoption and capability development | Provides a platform to review feedlot R&D needs, identify opportunity for adoption of existing technologies and outcomes to support animal welfare and performance. |
| International development and industry sustainability | Strengthens capability and relationships across the region while increasing feedlot performance and driving long term industry sustainability. |

## Objectives

The objectives of the project are to:

- Consult with SEA lot feeders and review a representative sample of their induction processes to identify capability gaps, infrastructure improvements, training needs and technology requirements
- Quantify the shrinkage attributable to vaccination and associated induction handling, and assess the risk–benefit of vaccination compared with the weight loss, reduced performance and mortality risk associated with infection
- Develop a set of recommendations for participating feedlots to action
- Building on existing LEP resources (such as the Manual of Designs) and a consolidation of review findings, develop a technical resource recommending best practice feedlot induction processes in SEA
- Identify opportunities for data collection and sharing across the supply chain

## Outputs

Key outputs of the project will include:

- Specific feedback to participating feedlots
- Consolidated industry report
- Analysis of vaccination-related shrinkage, including a risk–benefit assessment of vaccination
- Best practice feedlot induction process manual
- Detailed business case for any further work

Stakeholder consultation undertaken during this project will ensure industry needs and expectations are incorporated into the design process. The successful consultant will be provided with knowledge of previous LEP RD&E Program outcomes so that opportunities for adoption of existing technologies can be identified. Using the recommendations and data collected during the project, future RD&E opportunities will be reviewed to guide future project development, with follow-up support available through the LEP in-market team.

## Project requirements

In developing their proposal, tenderers should address the following:

- Demonstrated experience in feedlot induction and cattle handling across international markets, particularly SEA
- A proposed approach to selecting a representative sample of feedlots, developed with the LEP in-market team, including clear participation guidelines
- Methods to ensure actual induction procedures are observed within the project timeframe (e.g. video footage), and use of technology to reduce travel time and costs where possible
- A proposed methodology for isolating shrinkage attributable to vaccination (FMD and LSD in particular) from other induction and transport factors, and for assessing the risk–benefit of vaccination
- Any infrastructure recommendations must be accompanied by a clear expected return on investment (ROI)
- A review of existing LEP, MLA and LiveCorp material associated with feedlot induction, biosecurity and husbandry to avoid duplication and leverage existing resources
- Data collection that complies with MLA and LiveCorp privacy policies, with participants informed of data usage before participation

## Fees and proposal format

The proposal should include an outline of the proposed plan, deliverables and fees in a table with the below elements (this may be elaborated on in keeping with the proposal's design).

| **Milestones** | | | | |
|---|---|---|---|---|
| **Milestone** | **Milestone Details** | **Date Complete** | **Research/ Service Organisation Fees** | **Expenses** |
| Milestone # | *[Insert details of the Milestone that must be achieved, such as the provision of a Service or Deliverable or a particular stage of the Project that must be met]* | *[Insert the date by which the Milestone will be met]* | *[Insert the funds payable to the Research Organisation for this Milestone or particular rates/material basis]* | *[Insert the funds for expenses incurred by the Research Organisation for this Milestone or particular rates/material basis]* |

If travel fees are to be sought separately from the costs of the project, an estimate of this cost should also be included (which will be reimbursed by LiveCorp based on actual expenditure).

## Project timing

It is anticipated that the project will be **delivered within 12 months** of the signing of the agreement. However, the tenderer should indicate if more/less time will be required.

## Tender selection

In line with governance requirements to deliver value for money, this project will be put out for tender to identify the best-placed consultant to deliver the Terms of Reference.

The LEP RD&E Management Committee will review each proposal. The Management Committee will select the proposal that offers the most appropriate project plan and demonstrates the best value for money. They may also select a short list of tenderers to supply further details (if required).

## Resources and skills required

The proposal should include all resources and personnel required to undertake the project together with a complete budget. This includes any subcontractors, their details, roles and expected fees.

Tenderers should demonstrate the skills and qualifications that position the proposed team as being the most appropriate for the project execution.

The submission should also detail two examples of previous work completed that is relevant to this project.

## Terms of Agreement

Where no previously negotiated agreement is in place, unless stated otherwise, all terms of the standard agreement (see Appendix 1) will be deemed to be accepted by the tenderer. If the tenderer is proposing any variations to those terms, the tenderer must identify the clause, detail the reasons for non-acceptance and, if appropriate, provide the tenderer's proposed alternative wording to the clause.

The consultant should advise in the proposal if they intend to introduce any background Intellectual Property (IP) or if they intend to seek any ownership of the final IP of this project.

## Other terms

LiveCorp may seek to use the successful tenderers branding/logo (in line with style guides and branding/logo requirements) on the final outputs.

## Confidentiality

The terms and details of any proposal will be treated as confidential.

## 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.

## Further information

If you have questions regarding this project, contact:

Nick Baker

LEP Research, Development & Extension Manager

PO Box 1174, North Sydney NSW 2059

Telephone: (+61) 421 550 948

E-mail: nbaker@livecorp.com.au

## Appendix 1 – Standard Research & Development Services Agreement

# Research and Development Services Agreement

Australian Livestock Export Corporation Ltd
LiveCorp

The party identified in Item 1 of the Work Order
Research Organisation

[Insert Project Name/Number]

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# Research and Development Services Agreement

**Parties**

**Australian Livestock Export Corporation Limited (ABN 88 082 408 740)** of Level 1, 40 Mount Street, North Sydney, New South Wales 2060 (**LiveCorp**)

The party identified in item 1 of the Work Order (**Research Organisation**)

## Background

A. LiveCorp wishes to engage the Research Organisation to provide the Services and supply the Deliverables as part of the Project on the terms set out in this Agreement.

B. The Research Organisation has agreed to provide the Services and supply the Deliverables on the terms set out in this Agreement.

## Operative provisions

# 1. Definitions and interpretation

## 1.1 Definitions

In this Agreement, including the Background and any Schedules:

**Agreement** means this research and development services agreement.

**Agri-Political Activity** means activities that involve engaging in any form of external or internal political influencing, including:

(a) encouraging or supporting a campaign for the election of a candidate, person or party for public office or for the adoption of particular policies of political parties;

(b) promoting a particular political party's policy over another political party's policy;

(c) representing the views of industry as being those of LiveCorp or the Australian Government; or

(d) advocating that the Commonwealth or a State or Territory government adopt a particular policy.

**Applicable Laws** means all statutes, regulations, binding guidelines, ordinances, codes, rules, policies or subordinate legislation which apply to the activities of each party in force from time to time including, without limitation, the common law and equity as applicable from time to time, the rules of any applicable regulator or stock exchange, and any mandatory standards or industry codes of conduct.

**Assets** means any asset described in item 11 of the Work Order provided by LiveCorp or acquired by the Research Organisation with funds from the Budget for the purpose of undertaking the Project, providing the Services, or supplying the Deliverables, or any assets developed in the course of the Project.

**Background IP** means any Intellectual Property Rights owned or licenced by a party prior to the Commencement Date, or developed or licenced by a party independently of this Agreement which are made available by one party to the other party or otherwise used in the course of this Agreement and includes any Improvements made to those Intellectual Property Rights in the course of the Project. This includes, but is not limited to, the Intellectual Property

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Rights licensed by LiveCorp or the Research Organisation for use in the Project as specified in item 166 of the Work Order.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in the state of New South Wales.

**Budget** means the funds payable to the Research Organisation and the funds to be expended on the Assets and the Project as specified in item 12 of the Work Order.

**Claim** means any actions, suits, claims, demands, causes of action, costs and expenses (including any existing unsatisfied costs orders), whether legal (including for negligence), equitable, under statute or otherwise, and all other liabilities of any nature.

**Commencement Date** means the date specified in item 6.1 of the Work Order.

**Confidential Information** means and (subject to the terms of this Agreement) is deemed to include any and all information which at any time is in the knowledge, possession or control of:

(a) a party to this Agreement;

(b) any Related Body Corporate or employee or agent of a party to this Agreement;

(collectively, the **Disclosing Party**),

relating to the business, operations or affairs of the Disclosing Party and which is provided to another party to this Agreement (the **Receiving Party**) for the purposes of allowing the Receiving Party to fulfil its obligations under the terms of this Agreement, including, but not limited to, information relating to:

(a) any information, data or material specified in item 15 of the Work Order;

(b) Intellectual Property Rights (including, without limitation, the Background IP, the Project IP and the Project Data, which may be created in the course of the provision of the Services or Deliverables);

(c) Know-how;

(d) technical details of work undertaken by the Disclosing Party;

(e) details of contracts, projects or work being undertaken by or involving the Disclosing Party;

(f) details of the management practices and procedures of the Disclosing Party;

(g) details of the finances of the Disclosing Party;

(h) details of the products developed by the Disclosing Party; and

(i) details of the marketing strategies, customer information and sales databases of the Disclosing Party,

but does not include information which is lawfully in the public domain otherwise than as a result of the Receiving Party's act or omission.

**Data Breach** means an 'eligible data breach' as defined in section 6 of the Privacy Act.

**Deliverables** means any material, reports, documents and other assistance required to be provided by the Research Organisation as part of the Project, as detailed in item 5 of the Work Order.

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**Ethics Laws** means all laws, regulations and industry codes of practice applicable to the Research Organisation relating to:

(a) ethical conduct in human research and animal welfare in scientific research;

(b) the conduct of responsible research as specified by the National Health and Medical Research Council, including the *National Statement on Ethical Conduct in Human Research, Australian Code for the Care and Use of Animals for Scientific Purposes* (2013) and the *Australian Code for the Responsible Conduct of Research* (2018);

(c) anti-bribery and anti-corruption;

(d) fundamental human rights in particular the prohibitions on child labour, slavery, forced labour and human trafficking, including the *Modern Slavery Act 2018* (Cth); and

(e) anti-money laundering.

**Final Report** means a comprehensive written report detailing the outcome of the Project, the achievement of all of the Milestones, and the completion of the Services and Deliverables.

**Force Majeure** means one of the following circumstances which results in a party being unable to observe or perform on time an obligation under this Agreement:

(a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, public health pandemics declared by the World Health Organisation and any natural disaster; and

(b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.

**Improvement** means any variation, revision, modification, enhancement or improvement to the Background IP used by the parties in the course of performing this Agreement.

**Industry and Government Funding** means funding received by LiveCorp from livestock industry or government sources.

**Industry Best Practice** means, in any circumstance, the exercise of the degree of skill, care, prudence and foresight reasonably to be expected in those circumstances of skilled and experienced suppliers of research and development services in Australia.

**Intellectual Property Rights** means:

(a) the various rights and property conferred by statute, common law and equity in and in relation to patents of any kind, inventions, utility models, designs, copyright (including future copyright), trade marks, trade names, business names, corporate names, logos and get up, circuit layouts, Know-how, trade secrets and confidential information and the right to have trade secrets and confidential information kept confidential and all other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967;

(b) all applications for registration, extension, renewal or otherwise in respect of the rights and property referred to in paragraph (a) of this definition; and

(c) all rights of action in respect of the rights or property referred to in paragraph (a) of this definition.

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**Key Personnel** means the persons named in item 7 of the Work Order and other persons, approved in writing by LiveCorp, to perform the work in respect of the Project, the Services and the Deliverables on behalf of the Research Organisation.

**Know-how** means knowledge, information and know-how in any form, whether that knowledge, information and know-how is confidential or otherwise, including, but not limited to:

(a) drawings, technical drawings, specifications, schematic diagrams and plans;

(b) documentation, manuals, instructions and data;

(c) scientific or other processes, methods and techniques; and

(d) expertise.

**LiveCorp Policies** means, LiveCorp's privacy policy accessible via https://livecorp.com.au/privacy-policy/ and any other policies specified in item 17 of the Work Order, as may be amended and notified by LiveCorp to the Research Organisation from time to time.

**Milestones** means the milestones specified in item 10 of the Work Order and **Milestone** means any one of them, as the context dictates.

**Milestone Report** means a comprehensive written report detailing the progress of the Project and the achievement of Milestones as at the date of the report**.**

**Moral Rights** means rights of integrity, rights of attribution and other rights of an analogous nature which may now exist or which may exist in the future under the *Copyright Act 1968* (Cth) or under the law of a country other than Australia.

**Moral Rights Consent** means a waiver of Moral Rights to the extent permitted by law and an unconditional consent by the holder of the Moral Rights to any act or omission of a party or its nominees or permitted assigns which may otherwise infringe those Moral Right.

**Personal Information** has the meaning given to that term by section 6 of the Privacy Act.

**Personnel** means, in relation to a party, that party's Key Personnel, officers, employees, agents and contractors and any individuals under the supervision of that party, including any Students that may work on the Project.

**Privacy Act** means the *Privacy Act* 1988 (Cth).

**Privacy Law** means:

(a) the Privacy Act;

(b) the Australian Privacy Principles established under the Privacy Act;

(c) any guidelines, public interest determinations or other advices relating to Personal Information issued by the Australian Information Commissioner or their office;

(d) any other requirement under Australian law (including any laws of any State or Territory), industry codes or policies relating to the handling of Personal Information; and

(e) to the extent applicable to this Agreement, the data protection and information privacy laws of any other jurisdiction.

**Project** means the provision of the Services and the supply of the Deliverables to complete the research and development project described in item 4 of the Work Order.

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**Project Data** means:

(a) all data, information and materials (including, without limitation, all text, graphics, logos, photographs, images, moving images and sounds) relating to the Project; and

(b) any data, information or materials in any way created, developed or derived from paragraph (a) above in the carrying out of the Project or the provision of the Services or Deliverables (or any of them).

**Project IP** means any and all Intellectual Property Rights which arise or are created in the course of the Research Organisation providing the Services or supplying the Deliverables or which exist in the Project Data, whether created before or after the Commencement Date, but does not include Background IP.

**Purpose** means:

(a) undertaking the Project, performing the Services and supplying the Deliverables in accordance with this Agreement; and/or

(b) any other purpose specified in item 14 of the Work Order.

**Related Body Corporate** has the meaning ascribed to that term by the provisions of section 50 of the *Corporations Act* 2001 (Cth).

**Reports** means the Milestone Reports and the Final Report.

**Representative**, in relation to a party, means the person named in item 2 of the Work Order in respect of that party, as varied in accordance with clause 12.

**Safety Laws** means all applicable materials, food, product and consumer safety laws and regulations, all applicable work health and safety statutes, by-laws and regulations, codes of practice, advisory standards or relevant policies or procedures, as in force from time to time in the jurisdiction in which the Project and Services are performed, affecting or in any way relating to the Project, Services or Deliverables.

**Services** means the provision of research and development services and other tasks required to be undertaken by the Research Organisation as part of the Project, as specified in item 5 of the Work Order.

**Student** means any students enrolled with the Research Organisation or an agent or subcontractor of the Research Organisation that may work on the Project and whose name and any further details are listed in item 7 of the relevant Work Order (if applicable).

**Term** means the period of time specified in item 6.2 of the Work Order.

**Thesis** means a thesis produced by a Student which relates to the Project.

**Work Order** means a document substantially in the form of Schedule 1 (or in such other form agreed upon by the parties).

**Work Order Objectives** means the objectives and outcomes set out in item 4.3 of the Work Order which the Research Organisation must endeavour to achieve to the reasonable satisfaction of LiveCorp.

## 1.2 Interpretation

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

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and unless the context indicates a contrary intention:

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and

(j) "**includes**" in any form is not a word of limitation.

# 2. Term

This Agreement commences and will have effect from the Commencement Date and will continue in effect for the Term unless this Agreement is terminated earlier in accordance with the provisions of clause 16.

# 3. Work Order

(a) The Work Order is governed by and subject to the terms and conditions of this Agreement. Subject to clause 3(b), if there is any inconsistency between the terms of the body of this Agreement and the Work Order, the terms of the body of this Agreement will prevail to the extent of the inconsistency unless expressly stated otherwise in the Work Order.

(b) Any special conditions set out in item 18 of the Work Order prevail (to the extent of the inconsistency) over any inconsistent terms and conditions contained in the body of this Agreement.

# 4. Research Organisation's obligations

## 4.1 General obligations

(a) The Research Organisation must carry out the Project by providing the Services and supplying the Deliverables:

(i) in accordance with this Agreement and the relevant Work Order;

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(ii) in accordance with the Budget;

(iii) in a proper, timely and efficient manner;

(iv) using Personnel who are appropriately qualified, competent and skilled to perform the relevant part of the Services or provide the relevant Deliverables in respect of which they are engaged;

(v) with due skill, diligence, prudence, foresight and care that would reasonably be expected from a prudent, expert and experienced provider of research and development service and deliverables which are similar to the Services and the Deliverables;

(vi) to the best of the Research Organisation's knowledge and expertise; and

(vii) in compliance with all Applicable Laws, Ethics Laws, guidelines, regulations and standards.

(b) Without limiting the generality of clause 4.1(a), the Research Organisation must endeavour to achieve completion of the Work Order Objectives as specified in the Work Order and will exercise its best endeavours to complete each Milestone by the respective dates set out in item 10 of the Work Order.

(c) The Research Organisation must not commence any work on the Project or in relation to the Services or Deliverables if an approval or licence is required under an Ethics Law until such approval or licence has been obtained by the Research Organisation.

(d) The Research Organisation must:

(i) only use the Assets and Budget funds for the purposes of the Project; and

(ii) not use the Assets and Budget funds for the purpose of undertaking any Agri-Political Activity.

(e) The Research Organisation will provide LiveCorp with the Reports in accordance with clause 6.

(f) The Research Organisation must not, and must procure that its Personnel do not, without the prior written consent of LiveCorp (which may be withheld in LiveCorp's sole and absolute discretion), assume or attempt to assume or create, directly or indirectly, any obligation of or in the name of LiveCorp.

(g) The Research Organisation acknowledges that it is aware of and will comply with the LiveCorp Policies and undertakes that it will, prior to any Personnel commencing to provide the Services or supplying the Deliverables (or any parts thereof) on its behalf, procure that such Personnel are aware of and undertake to comply with the LiveCorp Policies. LiveCorp will facilitate access for the Research Organisation and its Personnel to the LiveCorp Policies upon request.

(h) In performing the Services or supplying the Deliverables under this Agreement, the Research Organisation must, and must procure its Personnel, comply with the Safety Laws and refrain from doing anything or failing to do anything that would cause LiveCorp to be in breach of its obligations under the Safety Laws. Without limiting its obligations under this clause, the Research Organisation must notify LiveCorp of any notifiable incident as defined under the *Work Health and Safety Act* 2011 (Cth) and any applicable equivalent State or Territory law involving any person undertaking work as part of the of the Project.

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## 4.2 Subcontracting and Key Personnel

(a) Subject to clause 4.2(b), the Research Organisation may only subcontract any or part of its obligations under this Agreement to a third party with LiveCorp's prior written consent.

(b) The Research Organisation will engage those Key Personnel, agents or subcontractors as specified in item 7 of the Work Order to conduct a specified part (or parts) of the Project.

(c) LiveCorp will not unreasonably withhold consent to any subcontracting, but may give its consent subject to reasonable conditions.

(d) The Research Organisation:

(i) must ensure that its subcontractors are aware of the terms and conditions of this Agreement that are relevant to the subcontractor's performance of the Project, Services or supply of the Deliverables;

(ii) will not be relieved of any of its liabilities or obligations under this Agreement arising out of, or in connection with, an agreement with a subcontractor for the performance of the Project, Services or supply of the Deliverables (or part thereof); and

(iii) is liable to LiveCorp for all acts and omissions of a subcontractor, or any employees or agents of a subcontractor, as fully as if they were acts or omissions of the Research Organisation.

(e) If due to injury, illness, death or such other reason beyond the control of the Research Organisation, a member of the Key Personnel specified in the Work Order is unable to continue to undertake the Services or provide the Deliverables, then that person must be replaced by a person approved by LiveCorp (acting reasonably). To the extent reasonably possible, the Research Organisation must ensure the replacement person commences undertaking the Services or providing the Deliverables before the person they are replacing ceases undertaking the Services or providing the Deliverables.

## 4.3 Students

(a) If a Student is involved in the Project, the Research Organisation agrees it will ensure that:

(i) the Student will comply with this Agreement in the same manner as the Personnel of the Research Organisation, including complying with clauses 7, 8, 9, and 10;

(ii) it will do all things necessary to ensure that Project IP developed by the Student is owned in accordance with clause 7.2, except for copyright in a Thesis, which will be retained by the Student;

(iii) it obtains from the Student any licences, rights or Moral Rights Consents for the benefit of LiveCorp which are required to ensure that LiveCorp may use any Thesis related to the Project, the Services or any Deliverables in the same manner as the other Project IP under this Agreement;

(iv) it imposes restrictions on the Student in respect of the Thesis to ensure that the Thesis is only used, published or disseminated in accordance with the requirements for Project IP and any conditions specified in a Work Order (if applicable);

EXAMPLE

(v) any Thesis prepared by the Student under or in relation to this Agreement is not derogatory of the Project, its subject matter, the terms of this Agreement, LiveCorp or the Research Organisation.

(b) If any Student ceases to work on the Project, the Research Organisation will notify LiveCorp and may, with the prior written consent of LiveCorp (which will not be unreasonably withheld) replace such Student.

### 4.4 Supply of services to others

(a) Subject to clause 4.4(b), this Agreement does not prevent or restrict the Research Organisation from supplying services of any kind to any other person.

(b) During the Term and for twelve (12) months thereafter, the Research Organisation must not, and must make sure that its Personnel do not, supply services to another person if doing so will:

(i) materially adversely affect the Research Organisation's ability to undertake the Project, perform the Services or supply the Deliverables to LiveCorp in accordance with this Agreement; or

(ii) result in an actual or perceived conflict of interest or duty for the Research Organisation or any of its Personnel with their obligations under this Agreement.

## 5. Funding & Assets

### 5.1 Funding

(a) Subject to clauses 5.1(d) and 5.1(e), the Budget funds and the Assets must be provided by LiveCorp to the Research Organisation as specified in items 11 and 12 of the Work Order.

(b) The Research Organisation must invoice LiveCorp for the payment of any funds from the Budget as agreed between the parties. Invoices are to be addressed as specified in item 13 of the Work Order.

(c) LiveCorp will pay the Research Organisation the amount due under an invoice within twenty (20) Business Days after receipt of a correctly rendered invoice in accordance with clause 5.1(d)).

(d) The Research Organisation will not be entitled to payment of an invoice by LiveCorp from the funds of the Budget, if:

(i) it has not provided the details of the relevant Services, Deliverables or Assets provided or purchased by the Research Organisation to which the invoice relates;

(ii) it has not provided a Milestone Report or Final Report in accordance with clause 6 and otherwise in a form acceptable to LiveCorp; or

(iii) it is not able to perform, or is prevented from performing, the Project, the Services or supplying the Deliverables for any reason whatsoever through no fault of LiveCorp, whether on temporary or permanent basis.

(e) In addition to its rights under clause 16.7, LiveCorp may suspend payment of any of the funds from the Budget by written notice to the Research Organisation if the Research Organisation:

(i) does not achieve a Milestone; or

EXAMPLE

(ii) is in breach of any of its obligations under this Agreement,

until a relevant Milestone is achieved or the breach is rectified, as the case may be, to the reasonable satisfaction of LiveCorp.

### 5.2 Assets

(a) The Research Organisation must purchase any Assets listed in item 11 of the Work Order in accordance with the Budget.

(b) Subject to clause 5.2(d), the Research Organisation will own any:

(i) Assets purchased in accordance with clause 5.2(a); and

(ii) Assets created by the Research Organisation during the course of performing the Project, Services or supplying the Deliverables,

for the period of the Term.

(c) LiveCorp will own any Assets it provides to the Research Organisation before or during the Term.

(d) Upon either expiry of the Term, termination of this Agreement or LiveCorp's request, ownership of all Assets will be transferred to and vest in LiveCorp. The Research Organisation must on LiveCorp's election either:

(i) return to LiveCorp all Assets provided by LiveCorp and assign to LiveCorp, at no cost to LiveCorp, ownership of all other Assets free from all encumbrances; or

(ii) with the approval of LiveCorp, sell any Assets to any other person on arm's length terms, and disburse to LiveCorp all monies received from the sale of the Assets; or

(iii) retain possession of the Assets for exclusive use in other projects to be conducted with LiveCorp.

(e) LiveCorp may, on reasonable notice, enter premises occupied by or under the control of the Research Organisation to take possession of Assets for the purposes of exercising its rights in respect of the Assets, including those contemplated by clause 5.2(d).

(f) The Research Organisation must not encumber or, subject to clause 5.2(d), dispose of any Assets.

### 5.3 Taxes

The funds payable by LiveCorp from the Budget under this Agreement are inclusive of all taxes, duties and charges imposed or levied in connection with the Project, the provision of the Services or the supply of the Deliverables.

## 6. Accounts and reports

### 6.1 Reports

(a) The Research Organisation must:

EXAMPLE

(i) provide LiveCorp with the Milestone Report(s) and Final Report within ten (10) Business Days of the achievement of each Milestone and upon completion of the Project, respectively;

(ii) ensure that all Reports:

A. address the progress of the completion of the Work Order Objectives;

B. are of a high standard and in a form acceptable to LiveCorp, acting reasonably;

C. include any associated material such as spreadsheets, decisions support tools, or multimedia either within the report or as separate electronic files;

D. are proof-read and edited to a high standard using Australian English language; and

E. duly acknowledge participating exporter groups, consultant(s) and Funding Contributors (including the Commonwealth Government), if applicable.

(b) LiveCorp is committed to demonstrating transparency and communication of its research and development activities to stakeholders. The Research Organisation acknowledges that separate confidential and non-confidential versions of the Final Report may be provided to LiveCorp's stakeholders if a single report cannot be published on LiveCorp's website.

(c) The Research Organisation must keep, and require its Personnel and subcontractors to keep, independent and accurate books and records in sufficient detail to allow LiveCorp to inspect:

(i) the Project Data;

(ii) the work carried out under this Agreement;

(iii) the expenditure of funds under the Budget; or

(iv) the Research Organisation's compliance with its obligations under this Agreement,

during the Term and for a period of seven (7) years after the termination or expiry of this Agreement. Upon request by LiveCorp, the Research Organisation must provide copies of the aforementioned records to LiveCorp.

## 6.2 Audits

(a) LiveCorp or LiveCorp's Representative may conduct audits relevant to the performance of the Research Organisation's obligations under this Agreement. Audits may be conducted in relation to:

(i) the accuracy of Project Data;

(ii) the accuracy of the Research Organisation's invoices, expenditure of the Budget and reports in relation to carrying out of the Project under this Agreement;

(iii) the Research Organisation's compliance with its confidentiality, privacy and security requirements and obligations under this Agreement;

EXAMPLE

(iv) the Research Organisation's security procedures, protocols and guidelines and other practices and procedures as these relate to the performance of this Agreement; and

(v) any other matters determined by LiveCorp to be relevant to the Project, Services, Deliverables or this Agreement.

(b) LiveCorp will ensure the LiveCorp Representative executes a confidentiality agreement reasonably acceptable to the Research Organisation and conducts the audit expeditiously.

(c) No greater than one audit per year will be conducted by LiveCorp, unless an audit reveals invoices are incorrect.

(d) If LiveCorp's audit reveals that invoices are incorrect, the Research Organisation must promptly reimburse LiveCorp for overpayments or invoice LiveCorp for underpayment.

## 6.3 Research Organisation to permit access

(a) The Research Organisation must grant to LiveCorp or the LiveCorp Representative the right of reasonable access to the Research Organisation's premises and records for the purposes of clause 6.2 but not where such records disclose:

(i) confidential information of any other customer of the Research Organisation;

(ii) any information the subject of solicitor-client or other privilege; or

(iii) information on other audits of the Research Organisation or information on its internal costs or profit margins.

(b) The Research Organisation must ensure that any subcontract entered into for the purpose of performing this Agreement contains an equivalent clause 5.3 granting the rights specified in this clause 6.3 for LiveCorp or the LiveCorp Representative to obtain access to the premises and records of the subcontractor.

## 6.4 Costs

(a) Subject to clause 6.4(b), each Party must bear its own costs of any audits under this Agreement.

(b) If an audit reveals that invoices issued by the Research Organisation are incorrect, the Research Organisation will pay LiveCorp's reasonable costs of the audit within twenty (20) Business Days of the end of the month in which LiveCorp's written demand has been received.

## 6.5 No effect

Any audit conducted by or on behalf of LiveCorp shall not:

(a) constitute of a waiver of any default or acceptance of any act or omission on the part of the Research Organisation; or

(b) affect the Research Organisation's obligations to undertake the Project, perform the Services or supply the Deliverables in accordance with the terms of this Agreement.

EXAMPLE

# 7. Intellectual Property

## 7.1 Background IP

(a) The parties agree and acknowledge that each party is the respective owner of the Intellectual Property Rights in its Background IP and that nothing in this Agreement will confer any right of ownership of one party's Background IP to another and nothing in this Agreement assigns or transfers the Background IP of one party to another. Neither party may assert or bring any Claim for ownership of any or all of the other party's Background IP.

(b) Each party will make available and grant to the other party a non-exclusive, worldwide, perpetual royalty free and irrevocable licence to use its Background IP (including Improvements thereto) for the sole purpose of:

(i) in the case of the Research Organisation, undertaking the Project, performing the Services and supplying the Deliverables in accordance with this Agreement; and

(ii) in the case of LiveCorp, receiving the full benefit of the Project, Services and Deliverables including (without limitation), exercising its rights under this Agreement and exploiting the Project, Services and Deliverables.

(c) To the extent that ownership of any Improvement does not vest automatically in the owner of the respective Background IP (**Owner**), then the other party hereby irrevocably assigns to the Owner all rights, title and interests in and to those Intellectual Property Rights throughout the world in the Improvement with effect as and from its date of creation. The assignment in this clause includes the right to take action in respect of infringements which occurred before the date of the assignment.

(d) The other party will from time to time execute all such documents and do all such other things (and cause its Personnel, agents and subcontractors to also do so if required) which the Owner reasonably requires in order to perfect or record any assignment under clause 7.1(c).

(e) If any Intellectual Property Rights in an Improvement are not capable of assignment to a party in accordance with clause 7.1(c) (**Improvement Unassignable IP**), the owner of the Intellectual Property Rights in the Improvement must grant to the other party an irrevocable, exclusive, worldwide, royalty free, perpetual licence to use, access, exploit and modify the Improvement Unassignable IP.

(f) If a party wishes to register the Intellectual Property Rights in an Improvement (**Requesting Party**), and the other party is the owner, or a necessary applicant (**Subject Party**) in respect of the registration of those Intellectual Property Rights (or any of them), the Subject Party must immediately upon request by the Requesting Party:

(i) apply in the Subject Party's own name for registration of those Intellectual Property Rights; and

(ii) sign all deeds of assignment, transfers, notices and other instruments and take all necessary steps to assign that registration or application to the Requesting Party.

## 7.2 Project IP

(a) Any Project IP created during the Term will automatically vest in, and be owned by, LiveCorp with effect as and from its date of creation.

EXAMPLE

(b) The Research Organisation must ensure that those of its Personnel, agents and subcontractors who participate in the Project, perform the Services or supply the Deliverables (or part thereof):

(i) identify Project IP generated or developed by them; and

(ii) promptly communicate details of Project IP to LiveCorp.

(c) To the extent that ownership of any Project IP does not vest automatically in accordance with clause 7.2(a), then the Research Organisation hereby irrevocably assigns (and will procure that its Personnel, agents and subcontractors irrevocably assigns) to LiveCorp all rights, title and interests in and to those Intellectual Property Rights throughout the world in the Project IP with effect as and from their date of creation. The assignment in this clause includes the right to take action in respect of infringements which occurred before the date of the assignment.

(d) The Research Organisation will from time to time execute all such documents and do all such other things (and cause its Personnel, agents and subcontractors to also do so if required) which LiveCorp reasonably requires in order to perfect or record any assignment under clause 7.2(c).

(e) The Research Organisation must obtain all necessary Moral Rights Consents for the benefit of LiveCorp and its nominees or permitted assigns.

(f) The Research Organisation must provide all reasonable assistance that LiveCorp may request to protect, perfect, enforce, defend or assert its interests in and right to use the Project IP (including assisting LiveCorp to take action against persons infringing the Project IP).

(g) If any Intellectual Property Rights in the Project IP are not capable of assignment to LiveCorp (**Unassignable Project IP**), the Research Organisation must grant to LiveCorp an irrevocable, exclusive, worldwide, royalty free, perpetual licence to use, access, exploit and modify the Unassignable Project IP.

(h) LiveCorp grants to the Research Organisation an irrevocable, exclusive, worldwide, royalty free, perpetual licence to use and exploit the Project IP for the Purposes.

## 7.3 Warranty and indemnity

(a) Each party warrants that neither their respective Background IP, nor its use or exploitation in accordance with or as contemplated by this Agreement, will infringe the Intellectual Property Rights or Moral Rights of any person.

(b) The Research Organisation represents and warrants for the benefit of LiveCorp that:

(i) undertaking the Project, performing the Services, supplying the Deliverable (including any Project IP comprised therein) and the Reports will not infringe the Intellectual Property Rights or Moral Rights of any person; and

(ii) it has the right and authority to assign or otherwise grant the rights in the Project IP as contemplated in this Agreement.

(c) The Research Organisation shall fully indemnify LiveCorp and its directors, officers, employees, agents and contractors against any loss, damage, liability, cost or expense (including legal costs and expenses on a solicitor client basis), whether direct or indirect, arising out of a Claim by a third party against LiveCorp in respect of the facts or circumstances in any way related to, or connected with, a breach of one or more of the warranties provided in subclause 7.3(b) above.

EXAMPLE

(d) The Research Organisation will inform LiveCorp as soon as reasonably practicable of any apparent infringement by a third party of any of the Intellectual Property Rights of LiveCorp (including, without limitation, LiveCorp's Background IP) which come to the notice or attention of the Research Organisation.

### 7.4 Defence of infringement proceedings

The Research Organisation shall, at its own expense, conduct the defence of a Claim by a third party which alleges infringement by the Services, Deliverables or Reports of Intellectual Property Rights of any person.

### 7.5 Provision of reasonable assistance

(a) LiveCorp shall, if requested by the Research Organisation but at the Research Organisation's expense, provide the Research Organisation with reasonable assistance in conducting the defence of a Claim pursuant to subclause 7.4. The Research Organisation shall reimburse LiveCorp for all verified reasonable expenses incurred pursuant to this subclause within twenty (20) Business Days of the end of the month in which LiveCorp's written demand has been received.

(b) Without limiting the generality of clause 7.5(a), if it is determined by any independent tribunal of fact or law or if it is agreed between the parties to the dispute that an infringement of Intellectual Property Rights has occurred, the Research Organisation shall at its sole expense:

(i) modify the Services, Deliverables and/or Reports in order to avoid continuing infringement: or

(ii) procure for LiveCorp the right to continue the use or possession of the infringing component of the Services, Deliverables and/or Reports; or

(iii) if the solutions in either of the preceding paragraphs cannot be achieved, remove the component of the Services, Deliverables and/or Reports deemed to be a breach of third party Intellectual Property Rights.

### 7.6 Circumstances in which indemnity will not apply

The Research Organisation will not be required to indemnify LiveCorp under the provisions of this clause 7 in the event that:

(a) the use of the Services, Deliverables or Reports by LiveCorp which gives rise to the Claim by a third party breaches the terms of this Agreement; or

(b) LiveCorp modifies or alters the Services, Deliverables or Reports otherwise than in a manner contemplated in this Agreement without the prior approval of the Research Organisation and such modification or alteration gives rise to the Claim by a third party.

## 8. Privacy

### 8.1 Compliance with Privacy Laws

When performing this Agreement, the Research Organisation must comply with:

(a) LiveCorp's privacy policy and privacy procedures, including any Data Breach response plan; and

(b) the Privacy Laws (including implementing a privacy policy and a Data Breach response plan as required under the Privacy Laws), and

EXAMPLE

not cause or contribute to LiveCorp contravening its own privacy policy or any applicable Privacy Laws.

### 8.2 Provision of Personal Information

Without limiting the generality of clause 8.1, each party must, where any Personal Information is provided by it to the other party, obtain any necessary consent of the individual to whom the Personal Information relates to the disclosure of that Personal Information and to the other party using that Personal Information in accordance with its privacy policy.

### 8.3 Data Breach

In the event of a Data Breach, the Research Organisation must:

(a) immediately notify LiveCorp in writing;

(b) comply with all Privacy Laws and applicable LiveCorp policies and procedures (including any Data Breach response plans);

(c) not disclose to any third party (including affected individuals or any government authority) the existence of, or any details regarding, the Data Breach without LiveCorp's prior written approval;

(d) promptly do all things necessary, as directed by LiveCorp, to manage, contain, remediate the Data Breach and mitigate the risk of harm to any individuals affected by the Data Breach; and

(e) co-operate with LiveCorp in investigating the circumstances of the Data Breach, including the facts and circumstances and the likelihood that the Data Breach will result in serious harm.

### 8.4 Indemnity

The Research Organisation must indemnify LiveCorp and its officers, employees, agents and contractors against any loss, damage, liability, cost or expense (including legal costs and expenses on a solicitor client basis), whether direct or indirect, suffered or incurred by any of them arising out of or in connection with any breach by the Research Organisation of its obligations under this clause 8.

## 9. Information Security

### 9.1 No unauthorised access

The parties will take all reasonable steps to ensure that no unauthorised person:

(a) is allowed physical or electronic access to the Project Data, Services or Deliverables; or

(b) prevents the Project Data, Services or Deliverables (or any part thereof) from being available.

### 9.2 Standards and security features

Without limiting clause 9.1, and to the extent that the parties' own information and computer systems are utilised for the purposes of this Agreement, each party must in respect of their own information and computer systems, as at the Commencement Date, and for the duration of the Term, have installed and maintain adequate security features within those information and computer systems which are at least consistent with Industry Best Practice.

EXAMPLE

## 9.3 Ownership and control of Project Data

The Research Organisation agrees and acknowledges that all rights, title and interests, whether express or implied, in any and all Project Data automatically vests in, and is owned by, LiveCorp from the time of its creation and nothing in this Agreement will confer any rights, title or interests in Project Data to the Research Organisation, other than a right to use the Project Data for the sole purpose of carrying out its obligations under or in connection with this Agreement.

## 9.4 Use of Project Data

(a) The Research Organisation must, and must procure that its Personnel will:

(i) not use any Project Data for any purpose other than to carry out its or their obligations (as the case may be) under or in connection with this Agreement;

(ii) not sell, assign, lease, dispose, convert, commercially exploit or assert that there exists any charge or lien over or including any part of the Project Data;

(iii) not assert any other right to payment (however levied) in respect of access to, or other use of the Project Data;

(iv) ensure that the Project Data is at all times protected from any unauthorised modification or disclosure and only handled in accordance with the terms of this Agreement and any other security requirements of LiveCorp; and

(v) ensure that LiveCorp has and is granted access to the Project Data as and when required by LiveCorp.

(b) Without limiting LiveCorp's other rights under this Agreement, the Research Organisation acknowledges that depersonalised aggregated Project Data collected as part, or in the course, of the Project and which is incapable of being used to identify, or ascertain the identity of, any person may be:

(i) used by LiveCorp and its Related Bodies Corporate, for planning, research and development, or marketing purposes, including as part of LiveCorp's digital platform; and

(ii) provided by LiveCorp to third parties for the purposes of future projects.

## 9.5 Records and retention of the Project Data

(a) The Research Organisation must:

(i) establish and maintain complete, accurate and up-to-date records of all Project Data accessed, collected or changed by it; and

(ii) make copies of the records referred to in clause 9.5(a)(i) available to LiveCorp immediately upon request.

(b) On the date any Project Data is no longer needed for the purposes of the Research Organisation carrying out its obligations under this Agreement (or should LiveCorp notify the Research Organisation that the Project Data is no longer needed), the Research Organisation must within twenty (20) Business Days (or within any other time reasonably required by LiveCorp), at its sole cost:

EXAMPLE

(i) stop using the relevant Project Data (except as permitted under this Agreement);

(ii) transfer to LiveCorp the relevant Project Data which is in its possession or control, without any reservation of right, title or interest; and

(iii) subject to any legal requirement in relation to the retention of records:

A. permanently delete all tangible records of the Project Data in the power, possession or control of the Research Organisation or any person to whom it has given access to these records; and

B. delete (including from electronic storage), all intangible records of the Project Data in the power, possession or control of the Research Organisation or any person to whom it has given access to these records.

### 9.6 Best practice

The Research Organisation will keep itself informed of Industry Best Practice in relation to information security and take steps to implement it.

### 9.7 Personnel and subcontractors

The Research Organisation will ensure that all of its Personnel and any subcontractors observe the requirements of this clause to the extent they perform the obligations of the Research Organisation under this Agreement.

## 10. Confidential Information

### 10.1 Confidential Information

Any Confidential Information which is communicated to the Receiving Party before the execution of this Agreement or during the Term will be treated by the Receiving Party as strictly confidential and valuable to the Disclosing Party and will not be disclosed either directly or indirectly to any other person and/or used by the Receiving Party:

(a) for any purpose other than fulfilling its obligations or exercising its rights under the terms of this Agreement; or

(b) in any way which will, or is likely to, affect the registration of any Intellectual Property Rights associated with or in any part of the Confidential Information.

This obligation of confidence survives the termination of this Agreement and will continue for as long as the information concerned retains the necessary quality of confidence.

### 10.2 Exceptions

The provisions of clause 10.1 do not apply if:

(a) the Receiving Party has the written consent of the Disclosing Party to disclose the Confidential Information; or

(b) the Receiving Party can demonstrate that the information was known to it before disclosure; or

(c) the Confidential Information is subsequently otherwise legally acquired by the Receiving Party from a third party (unless the third party is breaching any obligation

EXAMPLE

of confidence which that third party owed to the party which originally communicated the information); or

(d) the information is or comes into the public domain or is or becomes generally known in the industry otherwise than by breach of this Agreement; or

(e) it is reasonably necessary for the Receiving Party to disclose the Confidential Information to its officers, directors and employees to enable those officers, directors and employees to perform the services required to be provided on behalf of the Receiving Party in accordance with the terms of this Agreement and the Receiving Party uses all reasonable endeavours to impose undertakings of confidentiality on those officers, directors, agents and employees to whom the Confidential Information has been disclosed; or

(f) it is reasonably necessary for the Receiving Party to disclose the Confidential Information to those of its subcontractors, consultants, agents and advisors who are directly and necessarily concerned with the evaluation of the Confidential Information and who strictly need to know the Confidential Information to allow the carrying out of the Project in accordance with the terms of this Agreement, provided that the Receiving Party uses all reasonable endeavours to impose undertakings of confidentiality on those consultants, agents and advisors to whom the Confidential Information has been disclosed; or

(g) the Confidential Information is required to be disclosed to a third party by compulsion of law; or

(h) the Confidential Information is required by government instrumentalities.

## 10.3 Security

Without limiting the generality of any other provision of this Agreement, and to secure the confidentiality of the Confidential Information provided by the Disclosing Party under this Agreement, the Receiving Party shall (subject to the written consent of the Disclosing Party):

(a) keep all Confidential Information provided to the Receiving Party under this Agreement (and all information generated by the Receiving Party which is based upon that Confidential Information):

(i) secure; and

(ii) separated from all other documents and records;

(b) make copies of the Confidential Information provided to the Receiving Party under this Agreement only so far as is required for the purposes of the Receiving Party fulfilling its obligations in accordance with this Agreement; and

(c) not sell, offer for sale, advertise, invite offers for, commercialise, deal with or supply any part of the Confidential Information provided to the Receiving Party under this Agreement to any person.

## 10.4 Relief

The Receiving Party agrees and acknowledges that owing to the valuable nature of the Confidential Information:

(a) damages would not be an adequate remedy for a breach of any terms of this Agreement; and

EXAMPLE

(b) the Disclosing Party is entitled to specific performance, injunctive and other equitable relief for a threatened or actual breach of any term of this Agreement by the Receiving Party or its employees, servants, agents or contractors.

### 10.5 Delivery up

The Receiving Party must deliver up to, or destroy, at the election of the Disclosing Party, any and all Confidential Information which the Receiving Party is required to keep confidential under the provisions of this Agreement upon the expiration of the Term or upon termination of the Agreement in accordance with 16.

### 10.6 Indemnity

The Receiving Party agrees to indemnify the Disclosing Party against all costs, liability, losses and Claims incurred by the Disclosing Party as a result of the breach of this clause 10 by the Receiving Party or its employees, servants, agents or subcontractors.

## 11. Public announcements

(a) LiveCorp may issue, give or make any press release or other public announcement in relation to the Project or in connection with this Agreement that it sees fit.

(b) Except as required by law or a regulatory body, the Research Organisation will not issue, give or make any press release or other public announcement in relation to the Project or in connection with this Agreement, without the prior written consent of LiveCorp, which consent may be withheld in LiveCorp's sole and absolute discretion.

(c) The Research Organisation must ensure that any publication, dissemination or communication that has been consented to:

(i) acknowledges the contribution to and support of the Project by LiveCorp in a manner acceptable to LiveCorp and complies with any reasonable directions from LiveCorp with respect to use of its name and branding; and

(ii) is carried out in consultation with the LiveCorp communications team,

and that the Research Organisation has obtained LiveCorp’s prior written approval of that publication, dissemination or communication relating to the Project or its results.

## 12. Relationship management

(a) The primary point of contact between the parties in relation to this Agreement will be each party's Representative.

(b) A party must make available an authorised delegate where its Representative is unavailable to perform that person's obligations under this Agreement.

(c) A party may (in its sole and absolute discretion) change the identity of its Representative at any time by written notice to the other party.

## 13. Warranties

### 13.1 General warranties

Each party warrants that:

EXAMPLE

(a) it has the capacity to enter into and perform its obligations under this Agreement;

(b) its entry into this Agreement will not contravene its obligations under any other Agreement;

(c) its obligations under this Agreement are valid and binding and are enforceable against it in accordance with its terms; and

(d) no additional authorisation, consent, approval, filing or registration with any court or government department, commission, agency or instrumentality is or will be necessary or required for the party to enter into and give effect to this Agreement.

### 13.2 Research Organisation warranties

The Research Organisation warrants to LiveCorp, and will make sure that:

(a) to the best of its knowledge and belief, there is no conflict of interest, in respect of itself and its Personnel, which relates to the Research Organisation's ability to perform its obligations under this Agreement;

(b) the information provided to LiveCorp by the Research Organisation, in connection with LiveCorp's decision to enter into this Agreement and any future information provided to LiveCorp with respect to this Agreement or the Project, is to the best of the Research Organisation's knowledge and belief, correct and not misleading as at the date it was (or is to be) supplied to LiveCorp;

(c) it is not aware of any information which, if it had provided that information to LiveCorp, may have had a material effect on the decision made by LiveCorp to enter into this Agreement;

(d) the Research Organisation will not breach any Applicable Law, regulation or industrial instrument (including awards and agreements) in the relevant jurisdiction or obligation to any third party in the performance of its obligations pursuant to this Agreement, while undertaking the Project or providing the Services and supplying the Deliverables; and

(e) the Research Organisation has freely entered into this Agreement after having the opportunity to carefully consider its contents and obtain advice on the matters in this Agreement.

## 14. Limitation of liability and indemnities

### 14.1 Indemnity for claim by employees of LiveCorp

LiveCorp releases and indemnifies the Research Organisation against any action, Claim or demand by LiveCorp's servants, employees or agents or their personal representatives or dependants arising out of the performance of this Agreement.

### 14.2 Indemnity for claim by employees of the Research Organisation

The Research Organisation releases and indemnifies LiveCorp against any action, claim or demand by the Research Organisation's servants, employees or agents or their personal representatives or dependants arising out of the performance of this Agreement.

### 14.3 Limitation of liability

(a) To the extent permitted by law, LiveCorp's aggregate liability to the Research Organisation for all Claims (other than claims for personal injury or death) arising out of, or in connection with this Agreement is limited to the greater of the amount

EXAMPLE

specified in item 9.1 of the Work Order, or any amounts recovered under any insurance policies effected and maintained by LiveCorp in accordance with this Agreement.

(b) Subject to clause 14.3(d), to the extent permitted by law, the Research Organisation's aggregate liability for all Claims (other than claims for personal injury or death) arising out of, or in connection with this Agreement is limited to the greater of the amount specified in item 9.2 of the Work Order or any amounts recovered under any insurance policies effected and maintained by the Research Organisation in accordance with this Agreement.

(c) Save to the extent otherwise expressed in this Agreement, the liability of a party for all Claims arising out of, or in connection with this Agreement shall exclude any liability for indirect or consequential loss and any liability calculated by reference to:

(i) loss of profit;

(ii) loss of revenue;

(iii) loss or damage to goodwill or reputation; or

(iv) loss of business opportunities.

(d) Nothing in this Agreement operates to limit or exclude the Research Organisation's liability:

(i) under clauses 7.3, 8.4, and 10.6; and

(ii) for loss or damage caused by the Research Organisation's (or its subcontractors' or Personnel's) fraud, wilful misconduct or other wrongful acts or omissions.

### 14.4 Proportionate Liability

To the extent permitted by law, the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Agreement whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.

### 14.5 Indemnities not affected by insurance

For clarity, the Research Organisation's obligations to indemnify LiveCorp, under this Agreement or otherwise, will not be affected in any way by any terms of insurance or any refusal by the insurer to indemnify the Research Organisation under the policies of insurance.

## 15. General exclusion and operation of laws

(a) Nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or liability implied in this Agreement or protected by law to the extent that such exclusion, restriction or modification would render this Agreement or any provision of this Agreement void, illegal or unenforceable. Subject to that, any condition, warranty, right, duty or liability which would otherwise be implied in this Agreement or protected by law is excluded.

(b) The application of the *United Nations Convention on Contracts for the International Sale of Goods* (the *Vienna Convention*) to this Agreement (by virtue of any law relevant to this Agreement) is excluded.

EXAMPLE

# 16. Termination

## 16.1 Early termination or suspension

(a) LiveCorp may terminate or indefinitely suspend this Agreement until further notice in whole or part in its sole and absolute discretion before the date provided for in item 6.3 of the Work Order.

(b) If this Agreement is terminated or suspended by LiveCorp in accordance with clause 16.1(a), then;

(i) in the case of termination, the Research Organisation must not proceed with the Project or undertake any work with respect to the Services or Deliverables after it has received notice of termination or suspension under clause 16.1(a); or

(ii) in the case of suspension, the Research Organisation must not proceed with the Project or undertake work with respect to the Services or Deliverables until it has received further written instructions from LiveCorp to do so.

(c) LiveCorp has an absolute right and discretion to provide a written instruction to recommence or terminate this Agreement following a notice under 16.1(a).

(d) If LiveCorp exercises a termination or suspension right under clause 16.1(a) or 16.1(c), then the Research Organisation acknowledges that LiveCorp will have no liability to the Research Organisation and in no case will payment or compensation be payable as a consequence of the termination or suspension by LiveCorp.

## 16.2 Termination for breach

A party (**Terminating Party**) may terminate this Agreement at any time with immediate effect by giving notice to the other party (**Defaulting Party**) if:

(a) the Defaulting Party breaches any provision of this Agreement and fails to remedy the breach within ten (10) Business Days after receiving written notice requiring it to do so;

(b) the Defaulting Party commits a breach of this Agreement which is not capable of being remedied; and/or

(c) any event referred to in clauses 16.4(a)(i) to 16.4(a)(ii) or 16.4(b)(i) to 16.4(b)(iv) happens to the other party or occurs.

## 16.3 Termination by LiveCorp

(a) LiveCorp may terminate this Agreement in whole or part at its absolute discretion by giving the Research Organisation at least twenty (20) Business Days' written notice. The Research Organisation must comply with any directions given by LiveCorp in the notice in connection with the termination.

(b) The Research Organisation recognises and acknowledges that the Budget (or part thereof) is comprised of Industry and Government Funding. Notwithstanding, and without limiting, any other clause of this Agreement, LiveCorp may immediately and without prior notice terminate this Agreement in whole or part at its absolute discretion if:

(i) LiveCorp is no longer the declared industry marketing body and/or industry research body for the livestock export industry; or

EXAMPLE

**(ii)** it will no longer receive Industry and Government Funding for the Project.

## 16.4 Events of default

(a) A party must notify the other party immediately if:

(i) a receiver, liquidator, trustee in bankruptcy or official manager or administrator of the other party or any of its business or property is appointed; or

(ii) the first party threatens to cease to carry on its business or is unable to pay its debts within the meaning of the *Corporations Act* 2001 (Cth) or, in circumstances where one of the parties is a foreign entity, any equivalent legislation of the jurisdiction in which that foreign entity is registered.

(b) A party (**Notifying Party**) must immediately notify the other party (**Other Party**) if:

(i) the Notifying Party purports to create a fixed charge over this Agreement or any part of it without the prior express written consent of the Other Party;

(ii) the Notifying Party tries to assign this Agreement other than strictly in accordance with the provisions of 22.2;

(iii) the Notifying Party disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business; or

(iv) the Notifying Party ceases to carry on business.

## 16.5 Effect of termination

Termination of this Agreement does not affect:

(a) any rights or liabilities which have accrued to either party before termination, nor any liabilities which may arise from damages deriving from a breach of this Agreement before termination; and

(b) the operation of clauses 1, 5.2, 7, 8, 9, 10, 13, 14, 16.7, 18, of this Agreement, which clauses shall remain in full force and effect.

## 16.6 Consequences of termination

(a) Upon notice of expiry or termination of this Agreement for any reason (other than under clause 16.1):

(i) if any funds in the Budget which have been paid to the Research Organisation remain unspent on the Project or the Assets, then the Research Organisation must promptly repay those funds to LiveCorp; and

(ii) the Research Organisation must immediately discontinue any work on the Project and must do all things necessary to minimise its further costs and expenses.

(b) If LiveCorp terminates this Agreement in accordance with clause 16.2, LiveCorp:

(i) may recover any funds from the Budget paid to the Research Organisation that were allocated for work towards the Project or for the

EXAMPLE

purchase of Assets which have not been fulfilled or performed by the Research Organisation; and

(ii) will be discharged from all present and future obligations under this Agreement.

(c) If LiveCorp terminates this Agreement under clause 16.3, subject to the Research Organisation's compliance with clause 16.6(a), LiveCorp will pay:

(i) the Research Organisation for the Services and Deliverables supplied in accordance with this Agreement but not yet invoiced, substantiated to the reasonable satisfaction of LiveCorp; and

(ii) either:

A. the Research Organisation's reasonable and documented expenses incurred directly relating to the termination; or

B. any amount specified in this Agreement for which funds from the Budget were payable to the Research Organisation upon achievement or completion of a Milestone or Work Order Objective, and

LiveCorp will have no other liability to the Research Organisation as a result of its termination or early termination of this Agreement. In no case will the compensation payable as a consequence of termination by LiveCorp under clause 16.3 exceed the price that would have been payable if this Agreement had not been terminated.

### 16.7 Money recoverable by LiveCorp

Without limiting any other rights of LiveCorp under this Agreement or at law, any money due to LiveCorp under this Agreement and any damages, costs, expenses or other monies recoverable by LiveCorp from the Research Organisation as a consequence of the Research Organisation's breach of this Agreement or liability on account of an indemnity given by the Research Organisation in this Agreement, may be deducted from any money then due to the Research Organisation under this Agreement and if that money is insufficient, the balance remaining unpaid will be a debt due by the Research Organisation to LiveCorp and may be:

(a) set off against any other money due to the Research Organisation by LiveCorp under any other contract between LiveCorp and the Research Organisation; or

(b) recovered from the Research Organisation by LiveCorp in any court of competent jurisdiction.

## 17. Force Majeure

### 17.1 Event of Force Majeure

If as a result of Force Majeure, any party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation to pay any amounts due, then, provided that the relevant party has taken all reasonable precautions, due care and reasonable measures with the object and intent of ensuring it is able to carry out its obligations, the obligations of the party giving such notice, so far as and to the extent that the obligations are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused and for such reasonable period thereafter as may be necessary for the party to put itself in the same position that it occupied prior to the Force Majeure, but for no longer period.

EXAMPLE

### 17.2 Notice of Force Majeure

The party claiming a Force Majeure shall notify the other parties of the Force Majeure within a reasonable time after the occurrence of the facts relied on and shall keep all parties informed of all significant developments (including termination of the Force Majeure). Such notice shall give reasonably full particulars of the Force Majeure and also estimate the period of time which the party will probably require to remedy the Force Majeure. The giving of notice is a condition precedent to reliance on the Force Majeure. The affected party shall use all reasonable diligence to remove or overcome the Force Majeure as quickly as possible in an economic manner but shall not be obligated to settle any labour dispute except on terms acceptable to it, and all such disputes shall be handled within the sole discretion of the affected party.

### 17.3 Termination for Force Majeure

If a delay or failure by a party to perform its obligations due to Force Majeure exceeds forty (40) Business Days, either party may immediately terminate this Agreement on providing notice in writing to the other party.

## 18. Insurance

(a) The Research Organisation warrants that it will take out, and maintain during the Term and for seven (7) years after the Term of this Agreement, at its own cost, the insurances specified in item 8 of the Work Order, with coverage in Australia and any other country in which the Services are performed or the Deliverables Provided. The Research Organisation must provide LiveCorp with any documentation and information required by LiveCorp in relation to details of the insurances, including copies of the policies, certificates of currency and any other evidence of renewal of the policies.

(b) The Research Organisation must also take out and maintain during the Term and for seven (7) years after the Term of this Agreement, at its own cost, any insurance required to maintain and protect the Assets from loss or damage and, if required by LiveCorp, insure for their replacement value.

## 19. Conflict of interest

(a) The Research Organisation warrants that, as at the Commencement Date, no conflict of interest exists or is likely to arise in performing its obligations under this Agreement.

(b) If, during the Term of the Project, any actual, perceived or potential conflict of interest arises in respect of any Personnel, the Research Organisation must make sure that such Personnel immediately declare it to LiveCorp's Representative.

(c) The Research Organisation and its Personnel must provide any information requested, and any declaration required, by LiveCorp at any time during the Term in order to satisfy LiveCorp that no conflict of interest exists or is likely to arise or otherwise to satisfy any probity requirements.

(d) Failing to disclose a potential conflict of interest could result in the termination of this Agreement. If a conflict of interest arises and is not able to be resolved under clause 20 to the satisfaction of LiveCorp, LiveCorp may terminate this Agreement under clause 16.2.

## 20. Dispute resolution

(a) If any dispute or difference between LiveCorp and the Research Organisation arises under or in connection with this Agreement (**Dispute**), then either party may notify the other of the existence and nature of the Dispute by issuing a notice in

EXAMPLE

writing which includes or is accompanied by reasonable particulars of the Dispute (**Dispute Notice**).

(b) Within ten (10) Business Days after a Dispute Notice is given, an authorised representative of each party must meet and in good faith seek to resolve the Dispute.

(c) If, within twenty (20) Business Days of receipt of the Dispute Notice, the Dispute is not resolved or an appropriate dispute resolution process is not agreed, then the parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Disputes Centre (**ADC**) before having recourse to litigation.

(d) The mediation will be conducted in accordance with the ADC Guidelines for Commercial Mediation as amended from time to time (**Guidelines**), which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated into this Agreement. Each party agrees to execute such documents as may be required in order for a mediation to take place in accordance with the Guidelines, including respect of the agreement with any Mediator selected.

(e) If the Dispute is not resolved at mediation or in any event within forty (40) Business Days of service of a Dispute Notice, either party may pursue its rights at law.

(f) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute or this Agreement.

(g) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement.

# 21. Notices

## 21.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

(a) must be in writing;

(b) must be addressed to the parties using the contact details set out in item 3 of the Work Order (or as otherwise notified by that party to each other party from time to time);

(c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered by hand or posted by prepaid post to the address or sent by email to the email address, of the addressee, in accordance with clause 21.1(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;

EXAMPLE

(iii) (in the case of email) when the email was sent, unless the party sending the email knows or reasonably ought to suspect that the email and any attachments were not delivered to the addressee;

(iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day in the place to which the communication is posted, sent or delivered.

# 22. General

## 22.1 Relationship of the parties

(a) Nothing in this Agreement, and no action taken by the parties pursuant to this Agreement, shall constitute or be deemed to constitute between the parties a partnership, association, joint venture or other cooperative entity.

(b) The parties' relationship shall be that of independent contractor and principal and the relationship of the parties shall not be that of principal and agent or employer and employee.

## 22.2 Assignment

The Research Organisation cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of LiveCorp.

## 22.3 Binding effect of this Agreement

This Agreement binds the parties and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect of it.

## 22.4 Governing law

This Agreement is governed by and must be construed according to the law applying in New South Wales.

## 22.5 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any Claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 22.5(a).

## 22.6 Amendments

This Agreement and the Work Order may only be varied by a document signed by or on behalf of each party.

EXAMPLE

## 22.7 Severance

(a) If a clause or a part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable or valid, it must be read in the latter way.

(b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of a clause is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

## 22.8 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.

(b) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

## 22.9 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Agreement.

## 22.10 Consents

A consent required under this Agreement from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this Agreement expressly provides otherwise.

## 22.11 Counterparts

(a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart executed and delivered by a party constitutes the agreement of that party, but subject to the condition precedent that no party is bound by any such counterpart until all parties have executed and delivered a counterpart.

(b) A party may execute and deliver a counterpart of this Agreement either by:

(i) it or its solicitors effecting physical delivery of its executed counterpart to all other parties either itself or by its solicitors; or

(ii) it or its solicitors giving notice of its execution of its counterpart to all other parties by fax or electronic mail message:

A. to which is attached a copy or a printable electronic image of the whole of the counterpart or so much of it as is necessary to identify it and establish that it has been executed; and

B. which states that such fax or electronic mail message constitutes delivery of the counterpart as its agreement.

EXAMPLE

(c) Where this Agreement is executed and delivered in counterparts, its date is taken to be the date on which the last of the parties to do so executes and delivers a counterpart and upon that event all such counterparts taken together are deemed to constitute one instrument.

### 22.12 Electronic execution

Each party consents to this Agreement being executed by the other party through an electronic signing platform, digital signature or electronic signature. The parties agree that the method described in this clause is reliable and appropriate for the purposes of identifying the signing party and executing the document.

### 22.13 Expenses

Except as otherwise provided in this Agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Agreement.

### 22.14 Entire agreement

To the extent permitted by law, in relation to its subject matter, this Agreement (including the Work Order):

(a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties in respect of the Project; and

(b) supersedes any prior written or other agreement of the parties in relation to the Project.

### 22.15 Indemnities

(a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.

(b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Agreement.

(c) A party must pay on demand any amount it must pay under an indemnity in this Agreement.

## 23. GST

### 23.1 Interpretation

In this clause the term "**GST**" and all capitalised terms used have the meanings ascribed to those terms by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended from time to time) (**GST Act**) or any replacement or other relevant legislation and regulations, except any reference to "**GST law**" which also includes any other legislation enacted to validate, recapture or recoup tax collected as GST.

### 23.2 Reimbursement

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

EXAMPLE

## 23.3 GST on Consideration

If GST is or becomes payable on any party making a Supply (**Supplier**) made under this Agreement the parties agree that:

(a) consideration for the Supply is to be considered exclusive of GST;

(b) the Supplier may recover from the Recipient the amount of GST equal to the amount of GST payable by the Supplier on that Supply;

(c) except to the extent that clause 23.3(d) is applicable, the Supplier will provide to the Recipient a valid Tax Invoice in respect of that Supply, no later than at that time; and

(d) where amounts are payable pursuant to clause 23.3(b), amounts payable, to the extent that they are equivalent in amount, shall be set off against each other as if paid and each party shall be obliged only to give the other the Tax Invoice referred to in clause 23.3(c).

If any Consideration is specified in this Agreement to be inclusive of GST, that Consideration (or the relevant part) shall be excluded from the Consideration referred to in clause 23.3(a) for the purposes of calculating an amount of GST pursuant to clause 23.3(b).

## 23.4 Adjustment Event

Where an Adjustment Event occurs in relation to a Supply made by the Supplier under or in accordance with this Agreement the Supplier will issue an Adjustment Note to the Recipient in respect of that supply within ten (10) Business Days after becoming aware of the relevant adjustment.

EXAMPLE

**Signed** as an agreement.

**Signed** for and on behalf of **Australian Livestock Export Corporation Limited** by its authorised signatory in the presence of:

| | |
|---|---|
| Signature of witness | Signature of authorised signatory |
| Full name of witness | Full name of authorised signatory |
| Date: | |

**Signed** for and on behalf of **the party identified in item 1 of the Work Order** by its authorised signatory in the presence of:

| | |
|---|---|
| Signature of witness | Signature of authorised signatory |
| Full name of witness | Full name of authorised signatory |
| Date: | |

EXAMPLE

## Schedule 1 - Work Order

| 1 | Research Organisation | |
|---|---|---|
| 1.1 | Name of Research Organisation | *[Insert name of the Research Organisation, including their ABN if applicable]* |
| 1.2 | Address of Research Organisation | *[Insert the address of the Research Organisation]* |

| 2 | Representatives | |
|---|---|---|
| 2.1 | LiveCorp | *[Insert name of LiveCorp Representative and their contact information]* |
| 2.2 | Research Organisation | *[Insert name of the Research Organisation Representative and their contact information]* |

| 3 | Notices | |
|---|---|---|
| 3.1 | LiveCorp | Name: Australian Livestock Export Corporation Limited<br>Address: Level 1, 40 Mount Street<br>North Sydney, SYDNEY, NSW, 2060<br>Email: *[insert email address]*<br>For the attention of: *[insert contact name]* |
| 3.2 | Research Organisation | Name: *[Insert name]*<br>Address: *[insert address]*<br>Email: *[insert email address]*<br>For the attention of: *[insert contact name]* |

| 4 | Work Order identification | |
|---|---|---|
| 4.1 | Project Title | [*Insert the title of the Project*] |
| 4.2 | Project Description | [*Insert description of the Project being undertaken by the Research Organisation that will be completed by the provision of the Services and/or Deliverables.*] |
| 4.3 | Work Order Objectives | *[Insert the particular objectives or outcomes that the Research Organisation must endeavour to meet in providing the Services and/or Deliverables]* |

EXAMPLE

| 5 | Services and Deliverables |
|---|---|
| [*Insert description of the Services and/or Deliverables which will be provided by the Research Organisation for the Project identified above, including:*<br><br>• *any agreed requirements or specifications;*<br><br>• *any location requirements;*<br><br>• *any other requirements*] | |

| 6 | Start date and Term | |
|---|---|---|
| 6.1 | Commencement date | [*Insert the commencement date for the Agreement*] |
| 6.2 | Term | [*Insert the term of the Agreement, either as a period of years/months or as an end date.*] |
| 6.3 | Early Termination/Suspension | *[Insert the date by which LiveCorp may terminate early or suspend this Agreement (ie, the go/no go date)]* |

| 7 | Subcontractors, agents and Students | |
|---|---|---|
| ▪ | Key Personnel | *[Insert detail of any personnel of the Research Organisation who must work on the Project]* |
| ▪ | Subcontractors | *[Insert detail of any subcontractors who will work on the Project]* |
| ▪ | Students | *[Insert detail of any Students who will work on the Project]* |

| 8 | Insurance | |
|---|---|---|
| **Type of insurance** | | **Coverage** |
| ▪ | Public liability | $10,000,000 per occurrence or series of occurrences |
| ▪ | Products liability | $10,000,000 per occurrence or series of occurrences |
| ▪ | Professional indemnity | $5,000,000 per claim |
| ▪ | Workers' compensation | As required by law in respect of all Personnel |

| 9 | Caps on liability | |
|---|---|---|
| 9.1 | LiveCorp | *[insert quantum of cap on LiveCorp's liability]* |
| 9.2 | Research Organisation | *[insert quantum of cap on the Research Organisation's liability]* |

SAMPLE

| 10 Milestones | | |
|---|---|---|
| **Milestone** | **Milestone Requirements** | **Due Date** |
| Milestone 1 | *[Insert details of the Milestone that must be achieved, such as the provision of a Service or Deliverable or a particular stage of the Project that must be met]* | *[Insert the date by which the Milestone must be met] [Note: If the Research Organisation is required to obtain approvals or licences under applicable Ethics Laws in order to carry out the Project, then it should be set out as the first Milestone and no other work on the Project should commence until that approval or consent has been obtained.]* |

| 11 Assets | |
|---|---|
| ▪ Assets to be provided by LiveCorp | *[Insert details of any assets that LiveCorp will provide to the Research Organisation to provide the Services and Deliverables]* |
| ▪ Assets to be purchased by the Research Organisation | *[Insert details of any assets that the Research Organisation must purchase using the funds from the Budget in order to provide the Services and Deliverables]* |

| 12 Budget | | | | |
|---|---|---|---|---|
| **Milestone / Rate / Time** | **Research Organisation Fees** | **Expenses** | **Assets** | **Total** |
| [If funds are to be paid based on Milestones then insert the relevant Milestone which if met then payment will be made. If funds are paid to be paid on some other basis then insert the appropriate time or material basis]<br>[Example: Milestone 1, provision of a Deliverable or a Service by or on a particular date] | [Insert the funds payable to the Research Organisation for this Milestone or particular rates/material basis] | [Insert the funds for expenses incurred by the Research Organisation for this Milestone or particular rates/material basis] | [Insert the funds allocated for the purchase of particular assets by the Research Organisation] | [Insert Total] |

EXAMPLE

| 13 | Invoicing | |
|---|---|---|
| ▪ | Invoices are to be addressed and sent to: | LiveCorp<br>PO Box 1174, North Sydney, NSW 2059<br>Attn: David Levenson<br>accounts@livecorp.com.au |

| 14 | Purpose | |
|---|---|---|
| ▪ | Purpose for which Research Organisation may use Project IP | *[insert details of any purposes for which the Research Organisation may use the Project IP beyond merely for the purposes of complying with its obligations under the Agreement]* |

| 15 | Confidential Information | |
|---|---|---|
| | **LiveCorp** | **Research Organisation** |
| | *[Insert details of any particular information, data or material which is confidential to LiveCorp]* | *[Insert details of any particular information, data or material which is confidential to the Research Organisation]* |

| 16 | Background IP | |
|---|---|---|
| ▪ | LiveCorp Background IP | *[List IP owned or licensed by LiveCorp that is being provided to the Research Organisation for the Project. If none, please note 'N/A'. Please include a description of the IP, any licences or encumbrances that apply and the type of intellectual property rights claimed, i.e. patent, copyright, trade mark, etc]* |
| ▪ | Research Organisation Background IP | *[The Research Organisation is to list IP owned or licensed by the Research Organisation or any subcontractors/agents which will be used in working on the Project. If none, please note 'N/A'. Please include a description, any licences or encumbrances that apply and the type of intellectual property rights claims, i.e. patent, copyright, trade mark, etc]* |

| 17 | LiveCorp Policies |
|---|---|
| [*Insert any additional LiveCorp policies which the Research Organisation must comply with*] | |

| 18 | Special Conditions |
|---|---|
| [*Insert any additional terms to apply to the Work Order/Agreement which will override the terms in the Agreement to the extent there is an inconsistency*] | |