

Request for Proposals

LiveCorp Performance Review

Background

The Australian Livestock Export Corporation (LiveCorp) is the rural Research and Development Corporation (RDC) for the livestock export industry in Australia. LiveCorp's mandate is to provide research, development, extension (RD&E) and marketing services that promote the humane handling and management of livestock throughout the export supply chain, foster continuous improvement in animal health and welfare outcomes and maximise the productivity, sustainability and competitiveness of Australia's livestock export industry.

LiveCorp receives statutory levies on the export of cattle, sheep and goats, through a regulatory collection system established by the Commonwealth Government for investment in industry development activities. The statutory levies collected are provided to LiveCorp in accordance with a Funding Agreement (FA) established between it and the Department of Agriculture, Fisheries and Forestry.

Objective and scope

The objective of this project is to evaluate LiveCorp's performance in meeting the requirements under its FA and its provision of research, development and marketing services to levy payers and other key industry stakeholders.

Terms of reference

LiveCorp is seeking expressions of interest from qualified consultants familiar with the livestock export industry to deliver the below terms of reference. Consultants cannot be currently engaged by LiveCorp or the LEP RD&E Program or regularly conduct work for them. LiveCorp will select the best placed consultant to deliver all or part of the terms of reference.

1. Evaluate LiveCorp's performance against the Performance Principles outlined at Section 11.6 (a-e) in the Statutory Funding Agreement 2025-2034, being:
 - a. to engage stakeholders to identify R&D activities and associated priorities that provide benefits to the industry
 - b. to ensure R&D activities, marketing activities and associated priorities are strategic, collaborative and targeted to improve industry profitability, productivity, competitiveness and preparedness for future opportunities and challenges through a balanced portfolio
 - c. to undertake strategic and sustained cross-industry and cross-sectoral collaboration that addresses shared challenges and draws on experience from other sectors

- d. for governance arrangements and practices to fulfil legislative requirements and align with contemporary Australian best practice for open, transparent and proper use and management of funds
 - e. to demonstrate positive outcomes and delivery of R&D activities, marketing activities and associated benefits to levy payers, charge payers and the Australian community in general, and show continuous improvement in governance and administrative efficiency.
2. Evaluate LiveCorp's performance against the *Guidelines for Statutory Funding Agreements*, the *Best Practice Guide to Stakeholder Consultation* and the *RDC Knowledge Transfer and Commercialisation Guide* and the Australian Government's RD&E priorities for RDCs.
3. Report on changes LiveCorp has made (or is the process of making) to its processes and services to improve their efficiency and effectiveness and the benefits of these changes, including:
 - a. evaluating the implementation of actions to address feedback from the Commonwealth arising from annual reviews of performance undertaken since the delivery of the last independent performance review (2020)
 - b. evaluating the implementation of actions to the recommendations in the last independent performance review (2020) and actions in the associated Performance Review Plan
 - c. evaluating other changes initiated by LiveCorp
 - d. recommending further possible changes.
4. Identify any issues arising from the Review to allow LiveCorp (in collaboration with the Commonwealth where necessary) to address them within an agreed timeframe
5. Consult with levy payers and key stakeholders as part of the review.

Project outline

The consultant must provide a project proposal against the terms of reference. Further information is contained below.

Stakeholders and consultation

LiveCorp has a range of stakeholders who are to be consulted with during the process of LiveCorp's performance review. This may be via online or in person interviews, an online survey or a combination of methods. This should be conducted in a way that reduces burden on the stakeholders, whilst also providing value for money.

- the Commonwealth - Department of Agriculture, Fisheries and Forestry (DAFF)
- Levy payers (being Australian licensed livestock exporters)
- Industry representative bodies, including the Australian Livestock Exporters' Council (ALEC)
- Meat & Livestock Australia, and any other RDCs as appropriate
- Other stakeholders as appropriate.

Project Approach

Stage 1: Project initiation and scoping

A project initiation meeting will be held with LiveCorp to set out guidance and priorities, and to clarify the scope and expectations of the project. The consultant will be provided with a suite of materials for the scope, and to establish the framework, for the performance review. This will include:

- Constitution
- Funding Agreement with the Commonwealth
- Strategic Plan
- Annual Reports
- Annual Operational Plans
- Previous company performance reviews and recommendations
- Board performance reviews and recommendations
- Livestock Export RD&E Program reviews
- Commonwealth grant projects
- Any other materials, upon request

DAFF will provide a separate project initiation briefing to the appointed consultant.

Stage 2: Documentation review

The consultant will undertake a comprehensive review of the documentation and seek clarification, further information or materials from LiveCorp. During this phase, the approach and structure of the stakeholder engagement is to be finalised.

Stage 3: Consultation and engagement

The list of stakeholders and meeting coordination will be facilitated by LiveCorp. It is anticipated there will be at least 20 individuals and/or groups selected for direct engagement.

Stage 4: Drafting the performance review report

Through the course of the project the consultant will be drafting the performance review report to achieve the project scope and timeline.

Stage 5: Presenting the performance review report

The consultant may be required to present the findings, separately, to DAFF and the LiveCorp Board.

Project timing

The review will be completed 6 to 8 months from its contracted commencement – ie conclude by March 2026. A copy of the draft independent review report will be provided simultaneously to LiveCorp and the Commonwealth within 20 business days of being completed.

Reporting requirements

The consultant will report and liaise directly with David Levenson, LiveCorp Finance & Operations Manager.

Confidentiality and Intellectual Property (IP)

The consultant will be required to enter into a standard services agreement with LiveCorp.

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.

Requirements of the consultant

The proposal should include a response against the following:

- Experience with undertaking performance reviews in agricultural or rural industries
- Ability to consult with, and elicit views from, diverse audiences
- Ability to analyse written materials and distil the views gained from the stakeholder consultation to produce high quality, clear and concise written materials
- Ability to deliver against strict timelines

Fees

The proposal should indicate the total cost of completing the project and include milestones and a schedule of payments as required. Payment of fees will be fully dependent upon LiveCorp's acceptance of milestone completion.

Any costs incurred for travel will be subject to prior approval by LiveCorp (based on estimates) and reimbursed on actual expenditure.

Please note: no guidance will be provided on the final budget. The tender selection will be made on a value for money basis.

Further information

Applications must be received by 5pm (AEST) on Thursday, 14 August 2025 and submitted to:

David Levenson

Finance & Operations Manager

dlevenson@livecorp.com.au

Consultancy Agreement

Australian Livestock Export Corporation Ltd
LiveCorp

[Insert Consultant Name]
Consultant

Contents

1.	Definitions and interpretation.....	3
1.1	Definitions	3
1.2	Interpretation	8
2.	Term.....	8
3.	Reference Schedule	8
4.	Appointment of the Consultant	9
4.1	Appointment	9
4.2	Personnel	9
5.	Obligations of the Consultant.....	9
5.1	General obligations.....	9
5.2	Subcontracting and Key Personnel	10
5.3	Supply of services to others	11
5.4	Directions	11
5.5	Employees and contractors	11
6.	Funding.....	11
6.1	Funding	11
6.2	Taxes	12
7.	Reports	12
8.	Fees and expenses	13
9.	Intellectual property	13
9.1	Background IP.....	13
9.2	Reports	14
9.3	Project IP	14
9.4	Warranty and indemnity.....	15
9.5	Defence of infringement proceedings.....	16
9.6	Provision of reasonable assistance.....	16
9.7	Circumstances in which indemnity will not apply	16
10.	Privacy.....	16
10.1	Compliance with Privacy Laws.....	16
10.2	Use of Personal Information	17
10.3	LiveCorp's obligations.....	18
10.4	Data Breach	18
10.5	Indemnity	18
11.	Information Security	18
11.1	No unauthorised access	18
11.2	Standards and security features	18
11.3	Use of Project Data	18
11.4	Use of Artificial Intelligence.....	19
11.5	Records and retention of the Project Data.....	20
11.6	Best practice	20
11.7	Personnel and subcontractors	20
12.	Confidential Information	21
12.1	Confidential Information.....	21
12.2	Exceptions	21
12.3	Protection of information.....	22
12.4	Security	22
12.5	Relief.....	22
12.6	Delivery up	22
12.7	Indemnity	22

13.	Public announcements	23
14.	Relationship management	23
15.	Warranties	23
15.1	General warranties	23
15.2	Consultant warranties	23
16.	Limitation of liability and indemnities	24
16.1	Indemnity for claim by employees of LiveCorp	24
16.2	Indemnity for claim by employees of the Consultant	24
16.3	Limitation of liability	24
16.4	Proportionate liability	24
16.5	Indemnities not affected by insurance	25
17.	General exclusion and operation of laws	25
18.	Termination	25
18.1	Termination for breach	25
18.2	Termination by LiveCorp	25
18.3	Events of default	25
18.4	Effect of termination	26
18.5	Consequences of termination	26
18.6	Money recoverable by LiveCorp	27
19.	Force Majeure	27
20.	Insurance	27
21.	Dispute resolution	28
22.	Notices	28
23.	General	29
23.1	Relationship of the parties	29
23.2	Assignment	29
23.3	Binding effect of this Agreement	29
23.4	Governing law	29
23.5	Jurisdiction	29
23.6	Amendments	29
23.7	Severance	29
23.8	Waiver	30
23.9	Further acts and documents	30
23.10	Consents	30
23.11	Counterparts	30
23.12	Electronic execution	31
23.13	Expenses	31
23.14	Entire agreement	31
23.15	Indemnities	31
24.	GST	31
24.1	Interpretation	31
24.2	Reimbursement	31
24.3	GST on consideration	31
24.4	Adjustment Event	32
	Schedule 1 – Reference Schedule	33

Consultancy Agreement

Date

Parties **Australian Livestock Export Corporation Ltd 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 Reference Schedule (**Consultant**)

Background

- A. LiveCorp wishes to appoint the Consultant to provide the Services and supply the Deliverables as part of the Project on the terms set out in this Agreement.
- B. The Consultant 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:

Agreement means the attached cover page, the Agreement details and terms that follow, the Reference Schedule and any schedules, annexures or attachments.

Agri-Political Activity means any form of 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 Law 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.

Artificial Intelligence means a technology or system, or a collection of interrelated technologies, used to solve problems autonomously, and perform tasks to achieve defined objectives, in some cases without explicit guidance from a human being and includes, without limitation, those technologies that rely on or comprise, alone or in combination:

- (a) machine learning;

- (b) deep learning;
- (c) natural language processing;
- (d) generative artificial intelligence;
- (e) robotics;
- (f) computer vision; and
- (g) expert systems.

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 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 Rights licensed by LiveCorp or the Consultant for use in the Project as specified in item 12 of the Reference Schedule.

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

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 has the meaning given in item 6.1 of the Reference Schedule.

Commercialise or **Commercialisation**, in relation to the Project IP, means to:

- (a) manufacture, sell, offer to sell, market or otherwise use or exploit the Project IP;
- (b) provide a service which involves the use or exploitation of the Project IP;
- (c) further develop the Project IP to enable or make it commercially feasible to do any of the things referred to in paragraphs (a) and (b) above; and/or
- (d) license any third party to do any of the things referred to in paragraphs (a), (b) and (c) above.

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; or
- (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:

- (c) any information, data or material specified in item 11 of the Reference Schedule;
- (d) 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);
- (e) Know-how;

- (f) technical details of work undertaken by the Disclosing Party;
- (g) details of contracts, projects or work being undertaken by or involving the Disclosing Party;
- (h) details of the management practices and procedures of the Disclosing Party;
- (i) details of the finances of the Disclosing Party;
- (j) details of the products developed by the Disclosing Party; and
- (k) 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 Consultant as part of the Project, as detailed in item 5 of the Reference Schedule.

Dispose means, in relation to any property or Intellectual Property Rights, to sell, transfer, assign, create any interest over, part with the benefit of, or otherwise dispose of the property or Intellectual Property Rights.

Fees means the amounts payable by LiveCorp under this Agreement for the Services provided, calculated in accordance with item 9 of the Reference Schedule.

Final Report means a comprehensive written report detailing the outcome of the Project and the completion of the Services and Deliverables.

GST means a goods and services tax, or a similar value added tax, levied or imposed under the GST Act.

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

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 consultancy 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.

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

Key Personnel means the persons named in item 7 of the Reference Schedule and other persons, approved in writing by LiveCorp, to perform the work in respect of the Services on behalf of the Consultant.

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, as at the Commencement Date, each of LiveCorp's:

- (a) privacy policy accessible via <https://livecorp.com.au/privacy-policy/>;
- (b) whistleblower policy; and
- (c) fraud and corruption policy.

as may be amended and notified by LiveCorp to the Consultant from time to time.

Milestones means the milestones specified in item 10 of the Reference Schedule 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 achievement of each Milestone.

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 LiveCorp or its nominees or permitted assigns which may otherwise infringe those Moral Rights.

Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.

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 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 Australia 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 project described in item 4 of the Reference Schedule.

Project Data means:

- (a) all data, information and materials (including, without limitation, all text, graphics, logos, photographs, images, moving images and sounds) provided by LiveCorp to the Consultant under this Agreement;
- (b) all data, information and materials (including, without limitation, all text, graphics, logos, photographs, images, moving images and sounds) relating to the Project; and
- (c) 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 all Intellectual Property Rights which are created or developed by the Consultant under or in connection with this Agreement or the Consultant's performance of the Services, but excluding any Background IP.

Project Objectives means the objectives of the Project as specified in item 4.3 of the Reference Schedule.

Reference Schedule means the document set out in Schedule 1.

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 Reference Schedule in respect of that party, as varied in accordance with clause 14.

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 services to be provided by the Consultant under this Agreement, including but not limited to the services specified in the Reference Schedule.

Tax Invoice has the meaning given in the GST Act.

Taxable Supply has the meaning given in the GST Act.

Taxes means all taxes, levies, rates, charges, imposts of any kind whatsoever, including withholding tax.

Term means the period of time specified in item 6.2 of the Reference Schedule.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- 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 18.

3. Reference Schedule

- (a) The Reference Schedule is governed by and subject to the terms and conditions of this Agreement. Subject to clause (b), if there is any inconsistency between the terms of the body of this Agreement and the Reference Schedule, the terms of the body of this Agreement will prevail to the extent of the inconsistency unless expressly stated otherwise in the Reference Schedule.
- (b) Any special conditions set out in item 13 of the Reference Schedule prevail (to the extent of the inconsistency) over any inconsistent terms and conditions contained in the body of this Agreement.

4. Appointment of the Consultant

4.1 Appointment

- (a) The Consultant is appointed to provide the Services set out in item 5 of the Reference Schedule, in respect of the project set out in item 4 of the Reference Schedule, on the terms set out in this Agreement.
- (b) The Term of this Agreement is as specified in item 6.2 of the Reference Schedule.
- (c) The Consultant will act in the capacity of an independent contractor and acknowledges that there will not be any relationship between the Consultant and LiveCorp of:
 - (i) employment;
 - (ii) partnership; or
 - (iii) principal and agent.
- (d) The Consultant must not engage any agents, contractors or employees that are not identified as Key Personnel to assist the Consultant in providing the Services, without the prior written consent of LiveCorp.

4.2 Personnel

The Consultant:

- (a) must not change, replace or substitute any of the Key Personnel without LiveCorp's prior written consent and such consent must not be unreasonably withheld or delayed; and
- (b) will procure that its employees, contractors and agents comply with the Consultant's obligations set forth under this Agreement.

5. Obligations of the Consultant

5.1 General obligations

- (a) The Consultant must carry out the Project by providing the Services and supplying the Deliverables:
 - (i) in accordance with this Agreement;
 - (ii) in accordance with the Fees;
 - (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 consultant services and deliverables which are similar to the Services and the Deliverables;
 - (vi) to the best of the Consultant's knowledge and expertise; and

- (vii) in compliance with all Applicable Laws, guidelines, regulations and standards.
- (b) Without limiting the generality of clause 5.1(a), the Consultant must endeavour to achieve completion of the Project Objectives and will exercise its best endeavours to complete each Milestone by the respective dates set out in item 10 of the Reference Schedule.
- (c) The Consultant must not undertake any Agri-Political Activity in connection with the Services or the Project.
- (d) The Consultant 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.
- (e) The Consultant 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 Consultant and its Personnel to the LiveCorp Policies upon request.
- (f) In performing the Services or supplying the Deliverables under this Agreement, the Consultant 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 Consultant 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.

5.2 Subcontracting and Key Personnel

- (a) Subject to clause 5.2(b), the Consultant may only subcontract any or part of its obligations under this Agreement to a third party with LiveCorp's prior written consent.
- (b) The Consultant will engage those Key Personnel, agents or subcontractors as specified in item 7 of the Reference Schedule 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 Consultant:
 - (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 in accordance with the terms of this Agreement;
 - (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 Consultant.

- (e) If due to injury, illness, death or such other reason beyond the control of the Consultant, a member of the Key Personnel specified in the Reference Schedule is unable to continue to undertake the Services or provide the Deliverables, then that person must be replaced by a person approved by LiveCorp. To the extent reasonably possible, the Consultant 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.

5.3 Supply of services to others

- (a) Subject to clause 5.3(b), this Agreement does not prevent or restrict the Consultant from supplying services of any kind to any other person.
- (b) During the Term, the Consultant 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 Consultant'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 Consultant or any of its Personnel with their obligations under this Agreement.

5.4 Directions

During the engagement, the Consultant must comply with all lawful directions of LiveCorp in connection with the delivery of the Project.

5.5 Employees and contractors

The Consultant will be solely responsible for all employees, agents and contractors engaged by the Consultant in relation to the performance of the Services including, without limitation:

- (a) paying all salaries and wages, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract of service or under any award or statute or law; and
- (b) paying all Taxes and duties in respect of that remuneration and the benefits including, without limitation, payroll tax and any superannuation guarantee charges.

6. Funding

6.1 Funding

- (a) Subject to clauses 6.1(d) and 6.1(e), the Fees must be provided by LiveCorp to the Consultant as specified in item 9 of the Reference Schedule.
- (b) The Consultant must invoice LiveCorp for the payment of any funds from the Fees as agreed between the parties.
- (c) LiveCorp will pay the Consultant the amount due under an invoice within twenty (20) Business Days after receipt of a correctly rendered invoice in accordance with clause 6.1(d).
- (d) The Consultant will not be entitled to payment of an invoice by LiveCorp from the Fees, if:

- (i) it has not provided the details of the relevant Services or Deliverables provided or purchased by the Consultant to which the invoice relates;
 - (ii) it has not provided a Milestone Report or Final Report in accordance with clause 7 and 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) LiveCorp may suspend payment of any of the Fees by written notice to the Consultant if the Consultant:
- (i) does not achieve a Milestone; or
 - (ii) is in breach of any of its obligations under this Agreement,
- until the Milestone is achieved or the breach is rectified, as the case may be, to the reasonable satisfaction of LiveCorp.

6.2 Taxes

The funds payable by LiveCorp from the Fees 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.

7. Reports

- (a) The Consultant must:
 - (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 Project 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; and
 - D. are proofread and edited to a high standard using Australian English language.
- (b) LiveCorp is committed to demonstrating transparency and communication of its activities to stakeholders. The Consultant 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 Consultant 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 Fees; or
- (iv) the Consultant'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 Consultant must provide copies of the aforementioned records to LiveCorp.

8. Fees and expenses

- (a) During the engagement, LiveCorp will pay the Consultant the Fee set out in item 9 of the Reference Schedule. Unless otherwise stated in the Reference Schedule, the Fee is GST exclusive. The Consultant acknowledges that LiveCorp is not obliged to make any payment of Fees unless, at the due time for payment, the Consultant has issued a Tax Invoice in respect of the payment to be made.
- (b) The recipient of a Taxable Supply must pay the supplier any GST payable in relation to any supply provided under this Agreement, subject to receipt of a valid Tax Invoice.
- (c) LiveCorp may suspend the payment of Fees if the Consultant has breached any of its obligations under this Agreement and has not remedied that breach within five (5) Business Days of LiveCorp giving written notice of the breach to the Consultant.

9. Intellectual property

9.1 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 Consultant, 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 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 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 9.1(c).

- (e) If any Intellectual Property Rights in an Improvement are not capable of assignment to a party in accordance with clause 9.1(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 in respect of 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.
- (g) LiveCorp acknowledges and agrees that, to the extent the Consultant's Background IP includes Intellectual Property licensed from third parties, LiveCorp must comply with all third party licence terms for such Intellectual Property as notified by the Consultant to LiveCorp from time to time.
- (h) Each party must not use (including in that party's publications and materials) the other party's logos, trade marks or trade names without the prior written consent of the other party. Each party will provide a copy of any of the publications and materials, in which the other party's logo has been used, to that party.

9.2 Reports

All Intellectual Property Rights in the Reports will be owned by LiveCorp.

9.3 Project IP

- (a) Any Project IP created during the Term will be owned by LiveCorp with effect as and from its date of creation.
- (b) The Consultant 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, including all relevant source codes and other sources of the Project IP;
 - (ii) promptly communicate details of Project IP to LiveCorp;
 - (iii) assign ownership of all Project IP in accordance with the provisions of clauses 9.3(c) and 9.3(d); and
 - (iv) give the Moral Rights Consent requested in accordance with the provisions of clause 9.3(e).
- (c) To the extent that ownership of any Project IP does not vest automatically in LiveCorp, then the Consultant hereby 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 Consultant 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 9.3(c).
- (e) The Consultant must obtain all necessary Moral Rights Consents for the benefit of LiveCorp and its nominees or permitted assigns.
- (f) The Consultant 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 the other party 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 Consultant 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 Consultant an irrevocable, exclusive, worldwide, royalty free, perpetual licence to use and exploit the Project IP for the sole purpose of undertaking the Project, performing the Services and supplying the Deliverables in accordance with this Agreement.
- (i) To the extent any work has commenced on the Project prior to the Commencement Date, the Consultant assigns all Project IP created before the Commencement Date to LiveCorp.
- (j) The Consultant acknowledges and agrees that LiveCorp:
 - (i) may Commercialise the Project IP as LiveCorp sees fit; and
 - (ii) is entitled to all revenues derived from Commercialisation.

9.4 Warranty and indemnity

- (a) Each party warrants that neither its 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 Consultant represents and warrants for the benefit of LiveCorp that:
 - (i) undertaking the Project, performing the Services and supplying the Deliverables (including any Project IP comprised therein) will not infringe the Intellectual Property Rights or Moral Rights of any person; and
 - (ii) it has the right and authority to grant the rights in the Project IP that are granted to LiveCorp in this Agreement.
- (c) The Consultant 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 clause 9.4(b) above.

- (d) The Consultant 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 comes to the notice or attention of the Consultant.

9.5 Defence of infringement proceedings

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

9.6 Provision of reasonable assistance

- (a) LiveCorp shall, if requested by the Consultant but at the Consultant's expense, provide the Consultant with reasonable assistance in conducting the defence of a Claim pursuant to clause 9.5. The Consultant 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 9.6(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 Consultant shall at its sole expense:
 - (i) modify the Services and/or Deliverables in order to avoid continuing infringement;
 - (ii) procure for LiveCorp the right to continue the use or possession of the infringing component of the Services and/or Deliverables; or
 - (iii) if the solutions in either of the preceding paragraphs cannot be achieved, remove the component of the Services and/or Deliverables deemed to be a breach of third party Intellectual Property Rights.

9.7 Circumstances in which indemnity will not apply

The Consultant will not be required to indemnify LiveCorp under the provisions of this clause 9 in the event that:

- (a) the use of the Services or Deliverables 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 or Deliverables otherwise than in a manner contemplated in this Agreement without the prior approval of the Consultant and such modification or alteration gives rise to the Claim by a third party.

10. Privacy

10.1 Compliance with Privacy Laws

When performing this Agreement, the Consultant 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

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

10.2 Use of Personal Information

- (a) Without limiting the generality of clause 10.1, the Consultant must:
 - (i) handle Personal Information in accordance with the Privacy Laws;
 - (ii) store Personal Information securely and take reasonable steps (which must be of a standard no less stringent than what is required under the applicable Privacy Laws) to protect the Personal Information against unauthorised access, disclosure or modification, and against misuse, interference or loss;
 - (iii) not use Personal Information collected or accessed in connection with this Agreement other than for the purpose of performing its obligations under this Agreement;
 - (iv) not disclose Personal Information collected or accessed in connection with this Agreement to any other person without the prior written consent of LiveCorp (which may be given or withheld on such conditions as LiveCorp determines in its sole discretion), unless required or authorised by Applicable Laws;
 - (v) not transfer any Personal Information collected or accessed in connection with this Agreement, outside of Australia, except with the prior written consent of LiveCorp, which may be given or withheld on such conditions as LiveCorp determines in its sole discretion;
 - (vi) ensure that access to Personal Information collected or accessed in connection with this Agreement is restricted to those of its Personnel who require access in order to perform their duties under this Agreement;
 - (vii) ensure that its Personnel are aware of Consultant's obligations under this clause 10 and comply with the same obligations imposed on the Consultant under this clause;
 - (viii) fully cooperate with LiveCorp to enable LiveCorp to respond to any notification referred to in clause 10.2(d); and
 - (ix) comply with such other privacy measures as LiveCorp reasonably advises the Consultant in writing from time to time.
- (b) The Consultant warrants that it has the appropriate legal, organisational, technical and security measures to comply with its obligations under this clause 10, having regard to the nature of the Personal Information collected or accessed in connection with this Agreement.
- (c) Nothing in this clause 10 is intended to limit any obligation of the Consultant under the Privacy Laws (as applicable) that the Consultant may have as an organisation with respect to Personal Information.
- (d) The Consultant must immediately notify LiveCorp upon becoming aware of:
 - (i) any breach of this clause 10; or
 - (ii) any enquiry, request or complaint received in relation to the Personal Information (including any opt-out request), and must comply with any directions given by LiveCorp in relation to the Personal Information.

10.3 LiveCorp's obligations

LiveCorp must, where any Personal Information is provided by LiveCorp to the Consultant, obtain any necessary consent of the individual to whom the Personal Information relates to the disclosure of that Personal Information to the Consultant and to the Consultant using that Personal Information in accordance with its privacy policy.

10.4 Data Breach

In the event of a Data Breach, the Consultant 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.

10.5 Indemnity

The Consultant 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 Consultant of its obligations under this clause 10.

11. Information Security

11.1 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.

11.2 Standards and security features

Without limiting clause 11.1, 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.

11.3 Use of Project Data

- (a) The Consultant 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 Consultant 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.

11.4 Use of Artificial Intelligence

- (a) In the event that the Consultant intends to use Artificial Intelligence during the course of the Project, including in the course of providing the Services and/or supplying the Deliverables, the Consultant must include details of the proposed use of Artificial Intelligence in the Reference Schedule including:
- (i) the type of Artificial Intelligence that is to be used;
 - (ii) the purposes for which that Artificial Intelligence is to be used;
 - (iii) the manner in which that Artificial Intelligence will be used;
 - (iv) the Deliverables (if any) which will be supplied using that Artificial Intelligence;
 - (v) the location of any servers to which any Project Data will be transferred or uploaded in order to make use of that Artificial Intelligence and whether that Project Data will be subsequently deleted once that use is complete;
 - (vi) any potential limitations or biases inherent in that Artificial Intelligence and their potential implications for the Project.
- (b) Save to the extent that its use is disclosed and agreed to in the Reference Schedule, the Consultant must not use Artificial Intelligence in the course of the Project, including in the course of providing the Services and/or supplying the Deliverables. Where the Consultant is permitted to use Artificial Intelligence under this Agreement, it must not use any Personal Information comprised in the Project Data for that purpose.
- (c) Without limiting the Consultant's obligations under clause 11.3(a), the Consultant must not use any Project Data for the development, improvement or training of Artificial Intelligence without the prior written consent of LiveCorp (which consent may be

withheld in LiveCorp's sole and absolute discretion). In the event that LiveCorp provides its consent under this clause 11.4(c), the Consultant must not, and agrees not to, use any Project Data which constitutes Personal Information for the development, improvement or training of Artificial Intelligence.

- (d) The Consultant represents and warrants for the benefit of LiveCorp that any use of Artificial Intelligence in the conduct of the Project, including the use of any outputs of the use of that Artificial Intelligence by LiveCorp in accordance with this Agreement, complies with all Applicable Laws.
- (e) The Consultant 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 Consultant of its obligations under this clause 11.4.

11.5 Records and retention of the Project Data

- (a) The Consultant 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 11.5(a)(i) available to LiveCorp immediately upon request.
- (b) On the date any Project Data is no longer needed for the purposes of the Consultant carrying out its obligations under this Agreement (or should LiveCorp notify the Consultant that the Project Data is no longer needed), the Consultant must within twenty (20) Business Days (or within any other time reasonably required by LiveCorp), at its sole cost:
 - (i) stop using the relevant Project Data (except as permitted under this Agreement); and
 - (ii) 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 Consultant 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 Consultant or any person to whom it has given access to these records.

11.6 Best practice

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

11.7 Personnel and subcontractors

The Consultant 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 Consultant under this Agreement.

12. Confidential Information

12.1 Confidential Information

Any Confidential Information which is communicated by one party (the **Disclosing Party**) to the other party (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.

12.2 Exceptions

The provisions of clause 12.1 do not apply if:

- (a) the Receiving Party has the written consent of the Disclosing Party to disclose the Confidential Information;
- (b) the Receiving Party can demonstrate that the information was known to it before disclosure;
- (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 of confidence which that third party owed to the party which originally communicated the information);
- (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;
- (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;
- (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;
- (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.

12.3 Protection of information

The Receiving Party, upon request from the Disclosing Party from time to time, must do, sign and execute and procure to be done, signed and executed, all reasonable acts, things, instruments, declarations, affidavits, applications and other documents and provide such reasonable information, help and assistance which the Disclosing Party may consider necessary to prosecute any actions to maintain the confidentiality of the information arising out of obligations imposed by this Agreement.

12.4 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.

12.5 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
- (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.

12.6 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 clause 18.

12.7 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 12 by the Receiving Party or its employees, servants, agents or subcontractors.

13. 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 Consultant 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 Consultant 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 Consultant has obtained LiveCorp's prior written approval of that publication, dissemination or communication relating to the Project or its results.

14. 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.

15. Warranties

15.1 General warranties

Each party warrants that:

- (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.

15.2 Consultant warranties

The Consultant 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 Consultant's ability to perform its obligations under this Agreement;

- (b) the information provided to LiveCorp by the Consultant, 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 Consultant'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 Consultant 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 Consultant has freely entered into this Agreement after having the opportunity to carefully consider its contents and obtain advice on the matters in this Agreement.

16. Limitation of liability and indemnities

16.1 Indemnity for claim by employees of LiveCorp

LiveCorp releases and indemnifies the Consultant 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.

16.2 Indemnity for claim by employees of the Consultant

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

16.3 Limitation of liability

- (a) 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.
- (b) Nothing in this Agreement operates to limit or exclude the Consultant's liability:
 - (i) under clauses 9.4, 10.5, 11.4(e) and 12.7; and
 - (ii) for loss or damage caused by the Consultant's (or its subcontractors' or Personnel's) fraud, wilful misconduct or other wrongful acts or omissions.

16.4 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 the contract whether such

rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.

16.5 Indemnities not affected by insurance

For clarity, the Consultant'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 Consultant under the policies of insurance.

17. General exclusion and operation of laws

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.

18. Termination

18.1 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 18.3(a)(i) to 18.3(a)(ii) or 18.3(b)(i) to 18.3(b)(iv) happens to the other party or occurs.

18.2 Termination by LiveCorp

- (a) LiveCorp may terminate this Agreement in whole or part at its absolute discretion by giving the Consultant at least 20 Business Days' written notice. The Consultant must comply with any directions given by LiveCorp in the notice in connection with the termination.
- (b) The Consultant recognises and acknowledges that the Fees (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 LiveCorp:
 - (i) is no longer the declared industry marketing body and/or industry research body for the livestock export industry; or
 - (ii) will no longer receive Industry and Government Funding for the Project.

18.3 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 clause 23.2;
 - (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.

18.4 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, 9, 10, 11, 12, 15, 16, 18.5, 18.6 and 20 of this Agreement, which clauses shall remain in full force and effect.

18.5 Consequences of termination

- (a) Upon notice of expiry or termination of this Agreement for any reason the Consultant 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 18.1, LiveCorp will be discharged from all present and future obligations under this Agreement.
- (c) If LiveCorp terminates this Agreement under clause 18.2(a), subject to the Consultant's compliance with clause 18.5(a), LiveCorp will pay:
 - (i) the Consultant 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 Consultant's reasonable and documented expenses incurred directly relating to the termination; or
 - B. any amount specified in this Agreement for which funds from the Fees were payable to the Consultant upon achievement or completion of a Milestone or Reference Schedule Objective, and

LiveCorp will have no other liability to the Consultant as a result of its termination of this Agreement. In no case will the compensation payable as a consequence of termination by LiveCorp under clause 18.2(a) exceed the price that would have been payable if this Agreement had not been terminated.

18.6 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 Consultant as a consequence of the Consultant's breach of this Agreement or liability on account of an indemnity given by the Consultant in this Agreement, may be deducted from any money then due to the Consultant under this Agreement and if that money is insufficient, the balance remaining unpaid will be a debt due by the Consultant to LiveCorp and may be:

- (a) set off against any other money due to the Consultant by LiveCorp under any other contract between LiveCorp and the Consultant; or
- (b) recovered from the Consultant by LiveCorp in any court of competent jurisdiction.

19. Force Majeure

- (a) A party will not be liable for any delay in or failure to perform any of its obligations under this agreement if:
 - (i) such delay or failure arises from causes beyond its reasonable control including:
 - 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,
 - (FM Event);
 - (ii) the affected party has taken all proper precautions, due care and reasonable alternative measures with the object of avoiding the delay or failure; and
 - (iii) as soon as practicably possible after the beginning of the FM Event, the affected party gives notice to the other party of the specific nature of the FM Event and, as far as possible, estimates its duration.
- (b) Any party claiming the benefit of this clause shall use all reasonable endeavours promptly to overcome the effects of the FM Event and shall keep the other party informed as to the effects and expected duration of the FM Event.
- (c) A party may terminate this agreement, by written notice to the other party, if the other party is prevented from performing its obligations under this agreement by one or more FM Events for a period of 40 consecutive Business Days.

20. Insurance

The Consultant must 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 Reference Schedule, with coverage in Australia and any other country in which the Services are performed or the Deliverables Provided. The Consultant 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.

21. Dispute resolution

- (a) If any dispute or difference between LiveCorp and the Consultant 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 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.

22. 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 Reference Schedule (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 22(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;

(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.

23. General

23.1 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.

23.2 Assignment

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

23.3 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.

23.4 Governing law

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

23.5 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 23.5(a).

23.6 Amendments

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

23.7 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.

23.8 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.

23.9 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.

23.10 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.

23.11 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.
- (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.

23.12 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.

23.13 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.

23.14 Entire agreement

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

- (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.

23.15 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.

24. GST

24.1 Interpretation

In this clause the term "**GST**" and all capitalised terms used have the meanings ascribed to those terms by the 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.

24.2 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.

24.3 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 24.3(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 24.3(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 24.3(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 24.3(a) for the purposes of calculating an amount of GST pursuant to clause 24.3(b).

24.4 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.

Schedule 1 – Reference Schedule

1 Consultant	
1.1 Name of Consultant	<i>[Insert name of the Consultant, including their ABN if applicable]</i>
1.2 Address of Consultant	<i>[Insert the address of the Consultant]</i>

2 Representatives	
2.1 LiveCorp	<i>[Insert name of LiveCorp Representative and their contact information]</i>
2.2 Consultant	<i>[Insert name of the Consultant Representative and their contact information]</i>

3 Notices	
3.1 LiveCorp	Name: Australian Livestock Export Corporation Limited Address: Level 1, 40 Mount Street North Sydney, SYDNEY, NSW, 2059 Email: <i>[insert email address]</i> For the attention of: <i>[insert contact name]</i>
3.2 Consultant	Name: <i>[Insert name]</i> Address: <i>[insert address]</i> Email: <i>[insert email address]</i> For the attention of: <i>[insert contact name]</i>

4 Project identification	
4.1 Project Title	<i>[Insert the title of the Project]</i>
4.2 Project Description	<i>[Insert description of the Project being undertaken by the Consultant that will be completed by the provision of the Services and/or Deliverables.]</i>
4.3 Project Objective(s)	<i>[Insert the particular objectives or outcomes that the Consultant must endeavour to meet in providing the Services and/or Deliverables]</i>

5 Services and Deliverables	
<i>[Insert description of the Services and/or Deliverables which will be provided by the Consultant for the Project identified above, including:</i> <ul style="list-style-type: none"> <i>any agreed requirements or specifications;</i> <i>any location requirements;</i> <i>any other requirements]</i> 	

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

7 Subcontractors and agents	
Key Personnel	<i>[Insert detail of any personnel of the Consultant who must work on the Project]</i>
Subcontractors	<i>[Insert detail of any subcontractors who will work on the Project]</i>

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 Fees			
Fees	<i>[Insert amounts payable by LiveCorp under this Agreement for the Services provided]</i>		
Milestone / Rate / Time	Consultant Fees	Expenses	Total
<i>[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] [Example: Milestone 1, provision of a Deliverable or a Service by or on a particular date]</i>	<i>[Insert the funds payable to the Consultant for this Milestone or particular rates/material basis]</i>	<i>[Insert the funds for expenses incurred by the Consultant for this Milestone or particular rates/material basis]</i>	<i>[Insert Total]</i>

10 Milestones		
Milestone	Milestone Requirements	Due Date
Milestone 1	<i>[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]</i>	<i>[Insert the date by which the Milestone must be met]</i>

11 Confidential Information	
LiveCorp	Consultant
<i>[Insert details of any particular information, data or material which is confidential to LiveCorp]</i>	<i>[Insert details of any particular information, data or material which is confidential to the Consultant]</i>

12 Background IP	
<ul style="list-style-type: none"> LiveCorp Background IP 	<i>[List IP owned or licensed by LiveCorp that is being provided to the Consultant 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]</i>
<ul style="list-style-type: none"> Consultant Background IP 	<i>[The Consultant is to list IP owned or licensed by the Consultant 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]</i>

13 Special Conditions
<i>[Insert any additional terms to apply to the Reference Schedule/Agreement which will override the terms in the Agreement to the extent there is an inconsistency]</i>

14 Invoicing	
<ul style="list-style-type: none"> Invoices are to be addressed and sent to: 	LiveCorp PO Box 1174, North Sydney, NSW 2059 Attn: Accounts accounts@livecorp.com.au

15 LiveCorp Policies
<i>[Insert any additional LiveCorp policies which the Consultant must comply with]</i>

Signed as an agreement.

Signed for and on behalf of **Australian Livestock Export Corporation Ltd** 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 **[INSERT CONSULTANT NAME]** 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: