

Research Agreement

BETWEEN

AUSTRALIAN MEAT PROCESSOR CORPORATION LTD

ABN 67 082 373 448

AND

[INSERT RESEARCH ORGANISATION NAME]

[INSERT IDENTIFIER NUMBER]

PROJECT NO: [INSERT PROJECT NUMBER]

[Insert Project Title]

THIS AGREEMENT IS MADE ON
PARTIES

2023

AUSTRALIAN MEAT PROCESSOR CORPORATION LTD ABN 67 082 373 448 of Northpoint Tower, Suite 1, Level 29, 100 Miller Street, North Sydney, NSW 2060 Australia (**AMPC**)

[**INSERT RESEARCH ORGANISATION NAME**] [**INSERT IDENTIFIER NUMBER**] of [Insert Street Address] (**Research Organisation**)

Background

- A. AMPC supports research and development activities with the aim of enabling successful Projects to be commercialised for the benefit of the red meat processing industry in Australia.
- B. AMPC wishes to arrange for the Project to be carried out, and the Research Organisation has agreed to carry out the Project and provide the In-Kind Contributions, on the terms set out in this agreement.

Agreements

1 Definitions and interpretation

Definitions

1.1 Where commencing with a capital letter:

AMPC Material means all material and information provided by AMPC to the Research Organisation for the purpose of this agreement;

Assets means any asset described in the schedule, or provided by AMPC or acquired by the Research Organisation for the purpose of the Project or developed in the course of a Project;

Australian Standards means the standards issued or published from time to time by Standards Australia;

Background IP means Intellectual Property owned, licensed or held by a party and made available by the party to the Project, including any Intellectual Property specified as such in the schedule;

Budget means the budget specified in the schedule;

Commercialise, in relation to Project IP, means to manufacture, sell, hire or otherwise exploit a product or process, or to provide a service using Project IP, or to license any person to do any of those things;

Confidential Information means all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form and, in the case of AMPC, includes the AMPC Material;

Dispose means, in relation to any property, sell, transfer, assign, create any interest or trust over, part with the benefit of, or otherwise dispose of the property;

Funds means the funds specified in the Budget;

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

In-Kind Contributions means the in-kind contributions to be provided by the Research Organisation as specified in the "Budget" section of the schedule;

Intellectual Property means all patents, patent applications, trade marks, service marks, designs, plant breeder's rights, copyright, know-how, trade secrets, circuit layout rights, domain names, internet addresses, rights in confidential information and all and any other intellectual property rights whether registered or unregistered and rights to apply for any of the same, and includes the Confidential Information;

Interest means the proportionate interest of each party set out in the schedule;

Major Milestone means a Milestone specified as a 'Major Milestone' in the schedule;

Milestone means a milestone specified in the schedule;

MLA means Meat & Livestock Australia Limited;

Modern Slavery includes any conduct which constitutes modern slavery under any applicable law, including slavery, human trafficking, servitude, forced labour and forced marriage;

Moral Rights has the same meaning given to it as that term is defined in Part IX of the *Copyright Act 1968 (Cth)*;

Nominated Persons means the persons named in the schedule and such other persons approved in writing by AMPC to work on the Project on behalf of the Research Organisation;

Personal Information means personal information as defined in the *Privacy Act 1988 (Cth)*, including information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

Privacy Laws means the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles prescribed by the *Privacy Act 1988 (Cth)*, and any approved privacy code that applies to the Research Organisation;

Project means the project described in the schedule;

Project Data means any information or data, in whatever form, created, collected, captured, stored, produced or otherwise developed in the course of the Project, including open or proprietary data and including in any documents or materials containing that information or data;

Project IP means any Intellectual Property which arises out of the Project, including the Project Data; and

Site means any site at which any part of the Project is undertaken.

Interpretation

- 1.2 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.3 Unless the context otherwise requires a word which denotes:
 - 1.3.1 the singular denotes the plural and vice versa;
 - 1.3.2 a person includes an individual, a body corporate and a government; and

1.3.3 a person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this agreement.

1.4 A reference to:

1.4.1 any legislation includes any regulation or instrument made under it and any amended, re-enacted or replacement legislation;

1.4.2 any agreement or other document includes that agreement or document as amended or replaced;

1.4.3 payments to a party includes payments to another person on the direction of the party;

1.4.4 money is in Australian dollars unless otherwise stated; and

1.4.5 anything (including any amount) is a reference to the whole and each part, and a reference to a group of persons is a reference to all of them collectively, to any two or more collectively and to each individually.

1.5 In this agreement:

1.5.1 clause headings are for convenience only and do not affect interpretation; and

1.5.2 "includes" is not a word of limitation.

2 Appointment

AMPC appoints the Research Organisation to carry out the Project on the terms set out in this agreement, and the Research Organisation accepts the appointment.

3 Obligations of the Research Organisation

Conduct of the Project

3.1 The Research Organisation must conduct the Project:

3.1.1 in accordance with all relevant laws and regulations and any applicable industry standards or guidelines;

3.1.2 in accordance with the Milestones and the Budget and otherwise comply with the requirements of the Project;

3.1.3 in accordance with all reasonable and lawful directions of AMPC from time to time concerning the Project, except to the extent that the direction would prevent the Research Organisation from complying with clause 3.1.6;

3.1.4 to the best of its skill and ability;

3.1.5 using appropriately qualified, competent and skilled personnel necessary for the proper conduct of the Project; and

3.1.6 without limiting clause 3.1.1, in accordance with all applicable occupational health and safety laws and regulations and applicable industry codes of practice and Australian Standards.

3.2 Without limiting the Research Organisation's obligations under this clause 3, the Research Organisation must, in conducting the Project:

3.2.1 only apply the Funds and the Assets for the purposes of the Project and in accordance with the Budget and the Milestones;

- 3.2.2 not vary the Project, the Budget or the Milestones without AMPC's prior written consent;
- 3.2.3 liaise with AMPC; and
- 3.2.4 as requested by AMPC, provide reasonable details of the Research Organisation's proposed course of action and strategies, for the purpose of enabling AMPC to review the performance of the Research Organisation's obligations under this agreement.

Personnel

- 3.3 The Research Organisation:
 - 3.3.1 must, subject to the terms of this agreement, cause the Nominated Persons to work on the Project;
 - 3.3.2 undertakes that the Nominated Persons and all persons who assist in carrying out the Project will during the term of this agreement perform this work to the best of their skill and ability; and
 - 3.3.3 must provide each Nominated Person with a copy of this agreement and take all reasonable steps to explain it to them.
- 3.4 If the Nominated Personnel cease to be available during the term of this agreement, the Research Organisation will notify AMPC and may replace such personnel, provided such replacements are acceptable to AMPC.

Warranty

- 3.5 The Research Organisation represents and warrants to AMPC that:
 - 3.5.1 it has the power to execute, deliver and perform its obligations under this agreement;
 - 3.5.2 all necessary actions and approvals have been taken and obtained to authorise that execution, delivery and performance of this agreement;
 - 3.5.3 it is solvent and not under any form of external administration, and no receiver, administrator, liquidator, nor bankruptcy trustee (or equivalent in any jurisdiction) has been appointed over it or any of its assets;
 - 3.5.4 it has sufficient assets, expertise and personnel to perform its obligations under this agreement;
 - 3.5.5 its conduct of the Project will not infringe any other person's Intellectual Property;
 - 3.5.6 AMPC will have the right to use the Project IP without requiring a license, permit, consent or authorisation from a third party;
 - 3.5.7 it, its employees, the Nominated Persons and its agents and contractors have the necessary experience, skill and ability to properly conduct the Project on the terms set out in this agreement; and
 - 3.5.8 the Project will be conducted in a professional manner and conform to a standard of competence equal to that normally employed by researchers of good standing for services of a magnitude and nature similar to the Project.

Capturing Project IP

- 3.6 The Research Organisation must provide AMPC with all Project IP in its possession, custody or control.

- 3.7 The Research Organisation must ensure that those of its employees, agents and contractors who participate in the Project:
- 3.7.1 identify Project IP generated or developed by them;
 - 3.7.2 promptly communicate details of Project IP to AMPC;
 - 3.7.3 assign ownership of all Project IP in accordance with the provisions of clause 8; and
 - 3.7.4 give the Moral Rights consents requested in accordance with the provisions of clause 8.

Safety

- 3.8 The Research Organisation must ensure that:
- 3.8.1 its activities in carrying out the Project comply; and
 - 3.8.2 each Site complies,
- with all applicable occupational health and safety laws and regulations and applicable industry codes of practice and Australian Standards.
- 3.9 Without limiting its obligations under this clause 3.9, the Research Organisation must ensure that any person involved in the Project or attending a Site whose health or safety may be affected by the Project is:
- 3.9.1 properly trained, informed, supervised and instructed in the use of plant and equipment involved in the Project;
 - 3.9.2 provided with all necessary personal protective equipment for work performed in connection with the Project; and
 - 3.9.3 provided with any other training, information, instruction and supervision, including but not limited to induction training, to ensure their health and safety while carrying out the Project or while on the Site.
- 3.10 Research Organisation is solely responsible for all preparation and co-ordination required for carrying out the Project at a Site and, without limiting its obligations under this clause 3.10, the Research Organisation must:
- 3.10.1 at all times exercise all necessary precautions to ensure that the health and safety of any person:
 - (a) involved in the Project; or
 - (b) while on or near a Site,is not compromised by the carrying out of the Project at that Site;
 - 3.10.2 stop work on the Project if a safety risk arises and immediately notify AMPC; and
 - 3.10.3 not resume work until it is satisfied that the safety risk has been eliminated or, if elimination of the risk is not reasonably practicable, controlled.
- 3.11 If the Research Organisation's employees, agents or sub-contractors access or enter a meat processing plant in the course of carrying out the Project, the Research Organisation must ensure that all such persons have successfully completed any available Q fever vaccination program before accessing or entering that plant.

4 Funding and In-Kind Contribution

AMPC's obligations

- 4.1 Subject to clause 4.3, AMPC must provide the Funds and the Assets to the Research Organisation in accordance with the Budget for the sole purpose of the Project.

In-Kind Contribution

- 4.2 The Research Organisation must provide the In-Kind Contributions, if any, in accordance with the schedule.

Suspension of funding

- 4.3 In addition to its rights under clause 16, AMPC may suspend payment of any of the Funds if the Research Organisation:
- 4.3.1 does not achieve a Milestone; or
 - 4.3.2 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 AMPC.

Assets

- 4.4 The Research Organisation must, with the Funds, and in accordance with the Budget, purchase the Assets specified in the Budget.
- 4.5 The Research Organisation is solely responsible for the safekeeping, maintenance and control of any Assets used for the Project and for all other costs and liabilities associated with the Assets.
- 4.6 The Research Organisation must not encumber, or grant a security interest over, or Dispose of, any Asset.
- 4.7 On the termination of this agreement, or earlier if requested by AMPC, the Research Organisation must on AMPC's election either:
- 4.7.1 return to AMPC all Assets provided by AMPC and assign to AMPC, at no cost to AMPC, ownership of all other Assets free from all encumbrances and security interests; or
 - 4.7.2 with the approval of AMPC, sell any Assets to any other person on arm's length terms, and disburse to AMPC all monies received from the sale of the Asset; or
 - 4.7.3 retain possession of the Asset for use in other projects to be conducted with AMPC.
- 4.8 AMPC may, on reasonable notice, enter premises occupied by or under the control of the Research Organisation to take possession of Assets for the purposes of clauses 4.7.1.

AMPC review and decisions at Major Milestones

- 4.9 At each Major Milestone, AMPC must:
- 4.9.1 discuss and assess the technical and commercial viability of the Project, and any concerns held by AMPC about the Project and/or the Major Milestone, with the Research Organisation; and
 - 4.9.2 provide the Research Organisation with a reasonable opportunity to respond to any such concerns raised by AMPC, including allowing the Research

Organisation an opportunity to provide (as appropriate) alternatives and options, or further information or details, to address such concerns.

- 4.10 Within 21 days of holding the discussions in clause 4.9 with the Research Organisation and assessing the technical and commercial viability of the Project, or where a Milestone (other than a Major Milestone) identifies that a "Go / No Go / Redirect Decision" is required to be made, AMPC must make one of the following decisions in respect of the Project:
- 4.10.1 a "Go Decision";
 - 4.10.2 a "No Go Decision"; or
 - 4.10.3 a "Redirect Decision".
- 4.11 If AMPC makes a "Go Decision", the Project will continue in accordance with the schedule. The Project can only proceed past the relevant Milestone if a "Go Decision" is made.
- 4.12 If AMPC makes a "No Go Decision", the Project must cease and this agreement is terminated, in which case clauses 16.7 and 16.8 apply.
- 4.13 If AMPC makes a "Redirect Decision", then the scope, direction, duration and/or resourcing of the Project must be varied by:
- 4.13.1 AMPC and the Research Organisation meeting, in good faith, within 21 days after the "Redirect Decision" being made, to discuss the redirection required by AMPC to the Project;
 - 4.13.2 The Research Organisation presenting to AMPC, within 21 days of meeting with AMPC, such changes to this agreement (including the schedule) as required to satisfy the redirection required by AMPC; and
 - 4.13.3 AMPC and the Research Organisation negotiating in good faith to finalise those variations within 21 days after the revised agreement is provided to AMPC.
- 4.14 AMPC acknowledges and agrees that if the Research Organisation has employed a student who is undertaking a doctoral thesis, and that student would be prevented from completing their thesis due to AMPC making a "No Go Decision" or a "Redirect Decision", then this agreement (including the schedule) and the Project must be varied by the parties, acting in good faith, to enable that student to complete that thesis. In this regard, AMPC agrees (if required) to provide financial support up to a limit of:
- 4.14.1 a \$30,000 per annum stipend to that student; and
 - 4.14.2 \$20,000 per annum in operating expenses, for that student,
for the then remaining term of the Project, in both cases from funds provided to AMPC from processor levies and that are matched by the Commonwealth of Australia for research, development and extension activities through MLA.

5 Accounts and records

Accurate record keeping

- 5.1 The Research Organisation must ensure that it, and its agents and contractors:
- 5.1.1 keep complete and accurate books and records that are separate from any other books and records of the relevant business (including any particular accounts specified by AMPC):
 - (a) setting out details of all work carried out under this agreement;

- (b) recording the deposit and expenditure of the Funds;
 - (c) recording the contribution and details of the In-Kind Contributions; and
 - (d) recording the Assets;
- 5.1.2 permit AMPC, at any time and without prior notice, through its officers, agents or advisers authorised on its behalf, to examine and inspect any material in the possession of the Research Organisation which is relevant to this agreement, including any books and records, and provide all necessary facilities for that purpose;
- 5.1.3 give full and accurate answers to any questions AMPC or any of its representatives may have concerning books or records relating to this agreement and provide all assistance reasonably requested by AMPC in respect of any inquiry into or concerning the Project or this agreement; and
- 5.1.4 retain for a period of seven years after termination or expiration of this agreement all books and records relating to the Funds, the Assets and the Project.

AMPC may carry out audits

- 5.2 AMPC may arrange for the carrying out of an audit of the books and records of the Research Organisation and the books and records of the Research Organisation's agents and contractors at the cost of AMPC, unless the audit reveals any overpayment of more than 2% by AMPC or noncompliance by the Research Organisation with the terms of this agreement, in which case the Research Organisation must promptly reimburse AMPC the cost of the audit.

Research Organisation to allow access

- 5.3 The Research Organisation must cooperate with AMPC or its representatives, in the conduct of an audit and, for that purpose, must:
- 5.3.1 allow access to the Research Organisation's premises at reasonable times and on reasonable notice;
 - 5.3.2 procure access to the premises of all of the Research Organisation's agents and contractors at reasonable times and on reasonable notice;
 - 5.3.3 require the Research Organisation's employees, agents and contractors to produce books and records related to this agreement and allow any such documentation to be inspected and copied; and
 - 5.3.4 provide full and accurate answers to any questions asked in relation to that documentation.

Clause survives termination

- 5.4 This clause 5 applies for the term of this agreement and for a period of seven years from the date of expiration or termination of this agreement.

6 GST

- 6.1 Unless otherwise indicated, amounts stated in this agreement do not include GST.
- 6.2 In relation to any GST payable for a taxable supply by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.
- 6.3 If any 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 entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.

- 6.4 Terms used in this clause 6 which are defined in the GST Act have the same meaning as in the GST Act.

7 Background Intellectual Property

Provision

- 7.1 During the term of this agreement each party must make its Background IP available to the other party for the Project.
- 7.2 When a party makes Background IP available (other than that specified in the schedule) it must give a notice to the other party identifying the Background IP and the ownership of it, the right of the party to make it available, and details of any encumbrances, or security interests over it.

Warranty

- 7.3 Each party warrants that:
- 7.3.1 it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Project;
 - 7.3.2 the use, in accordance with this agreement, of the Background IP which it makes available for the Project will not infringe the Intellectual Property of any other person;
 - 7.3.3 except to the extent disclosed to the other party at the time of making it available, the Background IP which it makes available for the Project is unencumbered; and
 - 7.3.4 it will not Dispose of or Commercialise the Background IP so as to prejudice its use in accordance with this agreement.

Interest

- 7.4 No party by virtue of this agreement obtains any interest in or right to use another party's Background IP for any other purpose other than in accordance with this agreement.

Licence to Research Organisation

- 7.5 Subject to the terms of this agreement:
- 7.5.1 the Research Organisation; and
 - 7.5.2 subject to clause 13, agents and contractors of the Research Organisation, have a non-exclusive, royalty-free right to use AMPC's Background IP for the purposes of the Project.

Licence to AMPC

- 7.6 The Research Organisation grants to AMPC a world-wide, non-exclusive, royalty-free, irrevocable and perpetual right (including the right to sublicense) to use, develop, exploit and commercialise the Research Organisation's Background IP for the purposes of the Project and Commercialisation of the Project IP.

Protection

- 7.7 Each party must take all reasonable steps to protect the other party's Background IP (but not including applying for, maintaining, prosecuting or enforcing any form of Intellectual Property protection) and must give the party which provided the Background IP prompt notice of any infringement or threatened infringement of that Background IP which comes to its attention.

8 Project IP

Ownership

- 8.1 Any Project IP will be owned by the parties in accordance with their respective Interests.
- 8.2 Subject to this agreement, each party has a non-exclusive, royalty-free right to use Project IP for the purposes of the Project, other than Commercialisation.
- 8.3 No party may Dispose of its Interest in Project IP without the prior written agreement of the other party.
- 8.4 AMPC will have a world-wide, non-exclusive, royalty-free, irrevocable and perpetual right (including the right to sublicense) to use Project IP for:
- 8.4.1 the purposes of research and development; and
 - 8.4.2 its internal purposes and reporting to and complying with its obligations to industry bodies, including peak councils, government and government agencies and authorities.

Moral Rights

- 8.5 The Research Organisation grants or will procure that its employees, agents and contractors grant to AMPC written, unconditional and irrevocable consents to any act or omission that would otherwise infringe any of their Moral Rights in any Project IP.

Intellectual Property protection

- 8.6 If AMPC considers that a particular development warrants pursuing patent protection, or other form of Intellectual Property protection, the Research Organisation must provide all reasonable assistance to AMPC and if requested apply for, maintain and prosecute that Intellectual Property protection in accordance with the party's respective Interests.
- 8.7 Each party must give the other party prompt notice of any infringement or threatened infringement of Project IP which comes to its notice, and AMPC may take such action and incur such costs as may be reasonably required to protect the interests of the parties in that Intellectual Property.
- 8.8 Costs incurred by the parties under clauses 8.5 and 8.7 must be borne by them in proportion to their respective Interests unless agreed otherwise.

9 Commercialisation

- 9.1 Subject to and except as otherwise set out in this agreement, a party may only Commercialise or disseminate the Project IP with the prior written consent of the other party (which must not unreasonably be withheld or delayed if such Commercialisation or dissemination is for the benefit of the red meat industry).

10 Confidentiality

Confidentiality Obligations

- 10.1 Subject to the terms of this agreement, each party must during and after the term of this agreement:
- 10.1.1 keep Project IP and the Confidential Information of the other party confidential;
 - 10.1.2 use Project IP and the Confidential Information of the other party only as contemplated by this agreement; and
 - 10.1.3 prior to disclosure to any person of any Project IP or Confidential Information of another party, ensure that the person is bound by obligations of confidentiality in substantially the same terms as this clause 10.

Exclusions

- 10.2 The obligations on each recipient of Confidential Information under this agreement do not apply to any Confidential Information which:
- 10.2.1 was in the recipient's possession at the time of disclosure to the recipient and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
 - 10.2.2 is in the public domain;
 - 10.2.3 is acquired from a third party, provided that it is not acquired by the third party unlawfully or in breach of an obligation of confidence; or
 - 10.2.4 is required to be disclosed by law, provided that the receiving party makes reasonable efforts to notify the disclosing party of the impending disclosure in time for the disclosing party to appear and oppose the disclosure.
- 10.3 For the avoidance of doubt, a party's details, the names of researchers working on the Project, the Project title, start and finish dates for the Project and the Funds will not be considered to be Confidential Information and may be disclosed by AMPC.

Publications

- 10.4 Neither party will publish or disseminate any information relating to this agreement, the Project or its results without the prior written consent of the other party, such consent not to be unreasonably withheld.
- 10.5 The Research Organisation must ensure that any publication or dissemination permitted under clause 10.4 acknowledges the contribution to and support of the Project by AMPC in a manner acceptable to AMPC.

Termination

- 10.6 On termination of this agreement each party must, on request from another party, return all of the other party's Confidential Information.

11 AMPC

- 11.1 Clauses 8.3, 9 and 10 (in respect of Project IP) do not apply to AMPC if AMPC's Interest is 100%.

12 Material

AMPC Material

- 12.1 The AMPC Material remains the property of AMPC.
- 12.2 Subject to clause 12.3 on termination of a Project, the Research Organisation must immediately on request from AMPC return the AMPC Material related to that Project and all copies of it to AMPC and permanently delete from all computer systems under the control of the Research Organisation all AMPC Material which is in electronic form.

Legal Requirement

- 12.3 The Research Organisation may retain one hard copy of the AMPC Material reasonably necessary for the Research Organisation to comply with any statutory obligation to do so.

Safekeeping

- 12.4 The Research Organisation is responsible for the safekeeping and maintenance of the AMPC Material and must ensure that the AMPC Material is used, copied, supplied or reproduced only for the purposes of this agreement.

13 Subcontractors

Other contractors

- 13.1 The Research Organisation must not without the prior written consent of AMPC engage any agent or contractor to work with the Research Organisation in conducting the Project or otherwise assist the Research Organisation in performing its obligations under this agreement.
- 13.2 AMPC consents to the Research Organisation engaging the contractors identified in the schedule.
- 13.3 If requested by AMPC, the Research Organisation must provide AMPC with details of any agent or contractor to the Research Organisation who is conducting or assisting with the Project, including a copy of any agreement with such agent or contractor.

Terms

- 13.4 If the Research Organisation engages any agent or contractor to work with the Research Organisation in conducting the Project or otherwise assist the Research Organisation in performing its obligations under this agreement, the terms of engagement must be approved by AMPC and contain terms requiring the agent or contractor to:
 - 13.4.1 undertake obligations of confidentiality in substantially the same terms as clause 10;
 - 13.4.2 assign to the Research Organisation all Intellectual Property created under the engagement; and
 - 13.4.3 maintain such insurance in such amounts as AMPC may specify.
- 13.5 For any agent or contractor approved under this clause 13, the Research Organisation must provide AMPC with a copy of any proposal, quote and executed contract on AMPC's request.
- 13.6 The Research Organisation will remain liable for the acts or omissions of the contractor as if those acts or omissions were those of the Research Organisation.

14 Insurance

Maintenance

- 14.1 The Research Organisation will
- 14.1.1 at all times maintain:
- (a) adequate workers' compensation insurance as required by law;
 - (b) professional indemnity insurance for an amount of at least \$2 million;
 - (c) public and product liability insurance for an amount of at least \$10 million;
 - (d) such other insurance cover as AMPC may from time to time reasonably require; and
- 14.1.2 maintain and protect from loss or damage and, if required by AMPC, insure for their replacement value, all Assets.

Policies

- 14.2 The Research Organisation will, on request by AMPC, produce evidence of the currency of the insurance policies referred to in clause 14.1.

Government and Statutory bodies

- 14.3 Clause 14.1.1 does not apply where the Research Organisation is a department or statutory body of the Commonwealth of Australia or an Australian State or Territory and self insures.

15 Indemnity

- 15.1 The Research Organisation indemnifies AMPC against all damages, losses, costs and expenses incurred by AMPC arising out of any:
- 15.1.1 breach by the Research Organisation of this agreement; or
- 15.1.2 negligent or unlawful act or omission of the Research Organisation, its employees, the Nominated Persons and all agents and contractors in connection with this agreement,
- except to the extent that the damages losses, costs or expenses result from the act or omission of AMPC.

16 Term and termination

Term

- 16.1 This agreement continues until the earlier of:
- 16.1.1 the completion of the Project in accordance with this agreement;
- 16.1.2 its termination by written agreement of the parties; or
- 16.1.3 its termination in accordance with this agreement.

Notice and termination of funding

- 16.2 AMPC may, on 1 month's notice to the Research Organisation, terminate this agreement.
- 16.3 If AMPC is co-funding the Project with an AMPC member or third party pursuant to a co-funding agreement, then:

- 16.3.1 AMPC must notify the Research Organisation of this at or around the date of this agreement; and
- 16.3.2 if that co-funding agreement terminates (for whatever reason), then this agreement automatically terminates.
- 16.4 If AMPC terminates this agreement under clauses 16.2 or 16.3, AMPC must, subject to clauses 16.7 and 16.8, pay the Research Organisation the costs reasonably incurred or committed by the Research Organisation in accordance with the Budget in the period up to the date of termination.

Termination for default

- 16.5 A party (**Terminating Party**) may by notice to the other party terminate this agreement if:
- 16.5.1 the other party fails, within 7 days after notice from the Terminating Party, to remedy a breach of its obligations under this agreement which is capable of remedy;
- 16.5.2 the other party breaches any of its obligations under this agreement which are not capable of remedy; or
- 16.5.3 the other party persistently breaches its obligations under this agreement.
- 16.6 A party may by notice to the other party, terminate this agreement with immediate effect if the other party has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration.

Research Organisation's obligations

- 16.7 On termination of this agreement, the Research Organisation must immediately discontinue any work on the Project.
- 16.8 On receipt of notice of termination of this agreement, the Research Organisation must do all things necessary to minimise the incurring of further costs in connection with this agreement.

17 Force Majeure

Event

- 17.1 If a party (**Affected Party**) becomes unable, wholly or in part, by any event beyond its reasonable control, including, in the case of AMPC, a cessation or reduction of its funding (**Force Majeure**) to carry out an obligation placed on it under this agreement, the Affected Party must give to the other party prompt written notice of:
- 17.1.1 reasonable particulars of the Force Majeure; and
- 17.1.2 so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

Effect

- 17.2 Subject to compliance with clause 17.1, the relevant obligation, so far as it is affected by the Force Majeure, will be suspended during but no longer than the term of the Force Majeure. In the case of a cessation or reduction of its funding, AMPC may, by notice to the other party, terminate this agreement.
- 17.3 The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible (except where AMPC has its funding ceased or reduced).

The Affected Party is not required to settle any labour or other dispute creating the Force Majeure on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.

18 Dispute resolution

Dealing with disputes

- 18.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.
- 18.2 If a party requires resolution of a dispute it must do so in accordance with this clause 18 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except in the case of applications for urgent interlocutory relief or a breach by the other party of this clause 18.
- 18.3 The existence of a dispute or the commencement of proceedings does not affect the obligations of the parties to continue to perform their obligations under this agreement.

Resolution by management

- 18.4 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer or authorised delegate of the other party.
- 18.5 If the dispute is not resolved within 1 month of submission of the dispute under clause 18.4, or such other time as they agree, clause 18.6 will apply.

Mediation

- 18.6 Disputes must be submitted to mediation in accordance with and subject to The Institute of Arbitrators & Mediators Australia Mediation Rules.
- 18.7 A party must not commence proceedings in respect of the dispute unless the dispute is not settled by mediation within 1 month of submission to mediation, or such other time as the parties agree.

Urgent Relief

- 18.8 Clauses 18.1 to 18.7 (inclusive) do not apply if either party commences legal proceedings for urgent interlocutory relief.

Proceedings

- 18.9 Any legal proceedings relating to this agreement, including any appeals, must be commenced in and determined by an Australian court.

19 Privacy

- 19.1 The Research Organisation accepts and undertakes as a term of this agreement that it will comply with all Privacy Laws in respect of all Personal Information collected or otherwise dealt with by the Research Organisation in undertaking the Project.

20 Anti-bribery laws

- 20.1 The Research Organisation must comply with all applicable laws, rules and regulations relating to anti-bribery during the term of the Project, including Chapter 4, Division 70 of the Criminal Code Act 1995 (Cth) (Australia). The Research Organisation agrees that it will not corruptly make any offer, payment, promise of gifts or money or any other thing of value to any government official or employee, political party or political candidate (Government

Official) for the purpose of influencing any act or decision of such Government Official, inducing such Government Official to act in violation of their lawful duty or securing any improper advantage in relation to the Project or this agreement.

21 Modern Slavery

21.1 The Research Organisation warrants and agrees that:

- 21.1.1 it has not, and will not, engage in any Modern Slavery practices;
- 21.1.2 it has taken all steps reasonably necessary to satisfy itself that its operations and supply chains do not involve Modern Slavery practices or Modern Slavery risks;
- 21.1.3 it will comply with all laws relating to Modern Slavery;
- 21.1.4 it will keep all records that properly and accurately record all transactions, so as to be able to provide confirmation that it is not engaging with people or entities that may involve Modern Slavery risks; and
- 21.1.5 neither the Research Organisation its personnel and its related entities, have been convicted of, or pleaded guilty to, an offence involving Modern Slavery.

21.2 The Research Organisation must:

- 21.2.1 establish and maintain procedures, training, policies and precautions to ensure its compliance with clause 21.1;
- 21.2.2 give prompt notice and all applicable documentary evidence in writing to AMPC if at any time:
 - (a) the Research Organisation (or any of its related entities, agents or employees) or any sub-contractor breaches clause 21.1;
 - (b) the Research Organisation becomes aware of any actual or potential Modern Slavery risk within any part of the Research Organisation's operations or supply chains; or
 - (c) the Research Organisation becomes aware of, or has reasonable grounds to believe that, an actual or potential breach of clause 21.1 has occurred;
- 21.2.3 provide all information as may be reasonably required by AMPC to comply with any law or legal requirement to provide a public compliance statement in relation to Modern Slavery; and
- 21.2.4 do all things necessary to immediately rectify or avoid any Modern Slavery risk, and provide written notice to AMPC of such rectification or avoidance, including supporting documentary evidence as reasonably required by AMPC.

21.3 If the Research Organisation commits a breach of any obligation in relation to Modern Slavery, including without limitation the obligations referred to in clause 21.1, then, despite any other provision of the agreement (including clause 16.2) and without prejudice to any of AMPC's other rights under or in connection with the agreement, AMPC may terminate this agreement immediately.

22 Relationship of the parties

No partnership

22.1 Nothing in this agreement creates an agency, partnership, joint venture or employment relationship between AMPC and the Research Organisation or any of their respective employees, agents or contractors.

No holding out

22.2 Neither the Research Organisation nor any person acting on behalf of the Research Organisation may hold itself out as being entitled to contract or accept payment in the name of or on account of AMPC.

Conflict of Interest

22.3 The Research Organisation must not, without the prior written consent of AMPC, during the term of this agreement:

22.3.1 act as a consultant to any person who carries on or is involved in any capacity in an activity or business; or

22.3.2 carry on or be involved in any capacity in an activity or business, which is competitive with or detrimental to the Project.

23 Miscellaneous

Notices

23.1 A notice under this agreement must be in writing and may be given to the addressee by:

23.1.1 delivering it to the address of the addressee;

23.1.2 sending it by pre-paid registered post to the address of the addressee;

23.1.3 sending it by fax to the fax number of the addressee; or

23.1.4 sending it by electronic mail to the last notified email address of the addressee, and the notice will be deemed to have been received by the addressee on receipt.

23.2 A fax is deemed to have been received on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the addressee.

23.3 An email is deemed to have been received on the date shown by a printed "read receipt" generated by the sender's computer.

Amendment

23.4 This agreement may only be varied by the written agreement of the parties.

Assignment

23.5 The Research Organisation may only assign a right under this agreement with the prior written consent of AMPC.

Entire agreement

23.6 This agreement, together with the schedule, embodies the entire understanding and agreement between the parties as to its subject matter.

23.7 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.

Further assurance

23.8 Each party must promptly sign all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

Governing law and jurisdiction

23.9 This agreement is governed by and must be construed in accordance with the laws of New South Wales.

23.10 Each party:

23.10.1 irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and all Australian courts which have jurisdiction to hear appeals from those courts; and

23.10.2 waives any right to object to proceedings being brought in those courts for any reason.

Legal costs

23.11 The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and signing of this agreement and all documents incidental to it.

Counterparts

23.12 This agreement may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.

Survival

23.13 The following clauses will survive the termination of this agreement or the expiry of this agreement: clauses 4.7, 4.8 7.6, 8.4, 8.5, 10, 12.1, 15, and any other clause that expressly survives or by its nature is intended to survive termination or expiry of this agreement.

SCHEDULE

Research Organisation

Name

[IDENTIFIER NUMBER]

Street Address

Postal Address

Project Leader / Nominated Person:

Name

Phone

E-mail

Administration Contact:

Name

Phone

E-mail

Australian Meat Processor Corporation Ltd

ABN

67 082 373 448

Street Address

Northpoint Tower
Suite 1, Level 29
100 Miller Street
North Sydney NSW 2060

Postal Address

P.O. Box 6418
North Sydney NSW 2059

Technical Details:

Name

Phone

E-mail

Administration Contact:

Name

Lisa Maday

Phone

02 8908 5500

E-mail

L.Maday@ampc.com.au

Project

Project No.	
Project Title	
Start date	Completion date

Purpose and description

<p>Project Description</p> <p>Project Methodology</p> <p>Project Outputs/Deliverables</p>
--

Objectives

The Research Organisation will achieve the following objective(s) to AMPC's reasonable satisfaction:

--

Additional details

--

Interest

Project IP Description	Company Name	Percentage

Background IP

Milestone	Name of entity providing Background IP	Description of Background IP (including encumbrances)

Assets

Milestone	Item Name	Initial Value	Depreciation Rate (per annum)	Depreciated Value (at the end of the Project)	Buy-back price

Other

Agents / Subcontractors

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

Provider Name	Provider Contact
ABN	Phone Number
Applicable Milestone(s)	Email Address

Communications

Subject to the confidentiality obligations, the Project will be communicated by the Research Organisation:

Activity	Key Message
Milestone reports	<p>The Milestone report must:</p> <ol style="list-style-type: none"> a. be submitted in accordance with AMPC's style guide and report guidelines, available from the AMPC website. b. include sections that address all the items in the objectives as set out in this schedule. c. be supplied in electronic Microsoft Word format. d. be a comprehensive report on achievement of each milestone, including evidence to validate milestone and project to date achievements. e. include all project data, modelling, and decision support tools, in a raw format suitable for further analysis (e.g. Microsoft Excel). f. include all associated material such as multimedia either within the report or as separate electronic files. g. duly acknowledge participating producer groups, Research Organisation(s) and funding contributors (including the Commonwealth Government).
SnapShot	<p>An AMPC SnapShot is a concise 1-2 page summary of the research project. The purpose of the SnapShot is to outline the project, its outcomes and the benefits of the research to members and other stakeholders in an easy to understand format. The SnapShot template is available from the AMPC website.</p>

Activity	Key Message
Final report	<p>The Final report must:</p> <ol style="list-style-type: none"> a. be submitted in accordance with AMPC's style guide and report guidelines, available from the AMPC website. b. include sections that address all the items in the objectives as set out in this schedule. c. be supplied in electronic Microsoft Word format. d. include all project data, modelling, and decision support tools, in a raw format suitable for further analysis (e.g. Microsoft Excel). e. include all associated material such as multimedia either within the report or as separate electronic files. f. duly acknowledge participating producer groups, Research Organisation(s) and funding contributors (including the Commonwealth Government). <p>AMPC is committed to demonstrating transparency and communication of our R&D activities to stakeholders.</p> <p>Separate confidential and non-confidential versions of the Final report may be provided if a single report cannot be published on AMPC's website.</p>

Milestones

Milestone	Achievement Criteria	Due Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		

Milestone	Achievement Criteria	Due Date
24		
25		

A milestone is not achieved unless it is completed to AMPC's reasonable satisfaction

If specified in relation to a Milestone, AMPC must make a "Go Decision", "No Go Decision" or a "Redirect Decision" in respect of the Project at that time, in accordance with the terms this agreement.

[AMPC Note: Where applicable for a particular Milestone, specify in the "Achievement Criteria" column if a Go / No Go / Redirect Decision is required.]

SAMPLE

Budget

AMPC Total Budget (Funds)	Professional fees	
	Operating expenses	
	Capital Assets	
Sub-total		AUD (GST exclusive)
	In-Kind Contributions	
	Cash contributions	
Total		AUD
Expenses		
<ul style="list-style-type: none"> Expenses are aligned with milestones and must be claimed against the particular milestone to which they relate. However, with the approval of AMPC, unspent expenses related to the Project may be consumed by a subsequent milestone. All expenses claims must be supported by a detailed listing of expenses incurred in sufficient detail to enable AMPC to determine what each expense relates to. AMPC may request that underlying invoices be provided in respect of any expenses claimed which are over the value of \$500.00, which AMPC considers to be unreasonable or of an unusual nature, or which AMPC considers to be outside of the scope of the project. The Research Organisation must provide all such tax invoices promptly upon receipt of a request by AMPC. Expenses include all reasonable travel, accommodation, venue and other project related incidental costs. Reasonable air travel will be reimbursed at economy rates (or equivalent). Expenses do not include gifts or unreasonable meal and beverage costs. Expenses may include materials (project purpose built prototypes, modifications to infrastructure, components, cables, controllers, small equipment items, tools etc). Expenses includes agents/sub-contractor's fees as approved by AMPC in accordance with clause 13 of the agreement. In no circumstances is the Research Organisation to apply any markup to any agents/sub-contractor fees invoiced to AMPC. Payments to casual or contracted employees cannot be claimed as an expense. AMPC reserves the right to deny expenses that it considers are unreasonable or of an unusual nature, or which it considers are outside of the scope of the project. AMPC reserves the right to perform audits on the listings of expenses from time to time. 		
Capital Assets		
<ul style="list-style-type: none"> Capital Assets are subject to the same supporting documentation requirements as operating expenses. Capital Assets includes items required for the purpose of undertaking the project that are likely to have a 'stand-alone' value if able to be re-sold at the end of the project (e.g. livestock if these can be resold, computers, off the shelf equipment, motor vehicles, machinery etc). Refer to the AMPC Capital Buy-Back Policy available from AMPC for additional information. 		

Cash flow

Due Date	Milestone	Fees	Expenses	Capital Assets	Total
	1**				
	2**				
	3**				

Due Date	Milestone	Fees	Expenses	Capital Assets	Total
	4**				
	5**				
	6**				
	7**				
	8**				
	9**				
	10**				
	11**				
	12**				
	13**				
	14**				
	15**				
	16**				
	17**				
	18**				
	19**				
	20**				
	21**				
	22**				
	23**				
	24**				
	25**				

TOTAL

AUD

*or on signing of this agreement

**on acceptance and approval of corresponding milestone report

***on receipt and acceptance of final report by AMPC

AMPC Payment Terms:

All milestone payments must be claimed by a tax invoice forwarded to accounts@ampc.com.au

All tax invoices must reference the relevant project number, project title and milestone number.

AMPC's payment term is 30 days from the invoice date, or receipt of the tax invoice, whichever is later.

Any money uncommitted at the end of the Project must be returned to AMPC.

SIGNED AS AN AGREEMENT

Signed by: **AUSTRALIAN MEAT PROCESSOR CORPORATION LTD**

.....
Signature of witness

.....
Chris Taylor
Chief Executive Officer

.....
Name of witness (print)

.....
Date

Executed by:

[INSERT RESEARCH ORGANISATION NAME]
in accordance with its constitution

.....
Signature of Witness

.....
Signature of Director or Authorised Officer

.....
Full name (Print)

.....
Full name (Print)