

Low Emissions Intensity Farming System (LEIFS) Collaboration Agreement

Grains Research and Development Corporation

and

The Parties listed in Schedule 1

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Low Emissions Intensity Farming System Collaboration Agreement

Date

Parties

Grains Research and Development Corporation

ABN 55 611 223 291 a body corporate incorporated under the *Primary Industries Research and Development Act 1989* (Cth) of Level 4, East Building, 4 National Circuit, Barton, ACT 2600

(GRDC)

The Parties listed in Schedule 1

Recitals

- A. GRDC and the Partners wish to collaborate in relation to an initiative which is intended to demonstrate the benefits of greenhouse gas (GHG) monitoring and management at the farm scale in order to lower emissions intensity, improve production efficiency and capture market value. By 2030, 80% of on-farm grain production is actively benchmarked in enterprise GHG accounts for improved business performance and market access. The LEIFS Initiative endeavours to instil confidence among growers and advisors to participate in upcoming GHG market and credentialing opportunities. This requires understanding data requirements and associated risks to make informed entry decisions (**LEIFS Purpose**).
- B. GRDC and the Partners have agreed to the principles for collaboration in relation to the LEIFS Purpose on the terms and conditions of this Agreement.
- C. GRDC and the Partners agree that the collaboration in relation to the LEIFS Purpose will be known as the Low Emissions Intensity Farming System (LEIFS) Initiative (**LEIFS Initiative**).

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this Agreement:

Acceding Party means a person (other than GRDC) which is a party to a fully executed Deed of Accession.

Agreement means this agreement together with its schedules and annexures.

Annual Operating Plan or AOP means the annual operating plan prepared in accordance with item 3 of the Governance Framework as approved by GRDC from time to time.

Background Data means all Data which has been captured, produced or otherwise developed independently of this Agreement or any LEIFS Project Agreement and made available by a Party for a LEIFS Project or the LEIFS Initiative, but does not include Third Party Data.

Background IP means all Intellectual Property (including Intellectual Property in Items) and Confidential Information that has been developed independently of this Agreement or any LEIFS Project Agreement and made available by a Party for a LEIFS Project or the LEIFS Initiative, but does not include Third Party IP.

Background Material means Background Data, Background IP and Items owned and made available by a Party to any LEIFS Project or the LEIFS Initiative.

Cash Contribution means a cash amount paid by a Party as a contribution to the LEIFS Initiative in accordance with this Agreement or a LEIFS Project Agreement.

Commercialise means, in relation to LEIFS Outputs:

- (a) to manufacture, sell, hire, publish, disseminate or otherwise exploit the LEIFS Outputs for commercial gain;
- (b) if a product or process incorporates or is derived from the LEIFS Outputs, to manufacture, sell, hire or otherwise use the product or process for commercial gain;
- (c) if a service uses LEIFS Outputs, to provide that service for commercial gain; or
- (d) to license a third party to do any of those things,

and **Commercialisation** has the corresponding meaning.

Communication has the meaning given in clause 15(a).

Communications Plan means a communications plan established in accordance with clause 15(a).

Confidential Information means all information disclosed by or on behalf of one Party (**Discloser**) to the other Party (**Recipient**) in connection with this Agreement or a LEIFS Project Agreement:

- (a) which is indicated in writing by the Discloser to be confidential; or
- (b) which might otherwise reasonably be regarded by the Discloser as confidential,

and includes any technical and commercial information and information the disclosure of which could prejudice the registration, exploitation or value of any Intellectual Property, and in the case of:

- (c) GRDC as Discloser, information about the LEIFS Initiative and any LEIFS Project;
- (d) an Owner of particular LEIFS Outputs as Discloser, such LEIFS Outputs,

but does not include information that:

- (e) is in the public domain, or comes into the public domain, other than as a result of a breach of this Agreement; or
- (f) is rightfully known by the Recipient and is not subject to an obligation of confidentiality before the date of receipt; or
- (g) has been independently developed or acquired by the Recipient.

Contribution means:

- (a) a Cash Contribution; or
- (b) an In-kind Contribution.

Data means information, including information in raw or unorganised form which may be used for analysis, including (but not limited to):

- (a) numerical, written, descriptive, visual or audible;
- (b) durable records such as assays, test results, transcripts, and laboratory and field notes;
- (c) raw or analysed, experimental or observational;

(d) other documents or media containing information associated with the research process, and can include post-analysis information.

Data Partner	means a third party which has entered into a Data Sharing Agreement with GRDC to access and/or share data with the LEIFS Initiative.
Deed of Accession	means a deed in the form set out in Annexure B.
Delivery Partner	means, in respect of a LEIFS Project, a Partner which is a party to the relevant LEIFS Project Agreement.
Direct In-kind Contributions	means In-kind Contributions excluding Indirect In-kind Contributions.
Effective Date	means [insert] 2024.
Electronic Communication	has the same meaning as in the <i>Electronic Transactions Act 1999</i> (Cth).
Enrolling Institution	has the meaning given to that term in clause 13(a).
Executive Report	means the Report specified as such in the Governance Framework.
Fraud	means dishonestly obtaining a benefit from another Party or causing a loss to another Party by deception or other means.
Governance Framework	means the framework for governance of the LEIFS Initiative as set out in its initial form in Annexure A as varied from time to time in accordance with this Agreement.
GRDC Attribution Model	means the attribution and logo to be used for different levels of GRDC investment in accordance with the GRDC Brand Style Guide as in force from time to time and available from the GRDC Brand Centre https://grdc.com.au/brand .
GRDC Authorised Delegate	means GRDC's Senior Manager SCS or General Manager Applied Research, Development and Extension as nominated by GRDC from time to time by notice to Partners.
GRDC Investment Manager	means the GRDC representative nominated as such for the LEIFS Initiative by GRDC from time to time by notice to Partners.
Group Members	means a Party and its related bodies corporate (as that term is defined in the <i>Corporations Act 2001</i> (Cth)) and any of their respective Personnel.

Indirect In-kind Contribution	means agreed institutional overhead costs including corporate finance, human resources (including the salaried cost of employees according to the FTE of each employee made available to LEIFS Projects or the LEIFS Initiative), governance and risk, information technology, contract management and business development support.
In-kind Contribution	means goods, services, materials and/or time (but not Intellectual Property) committed or contributed directly to a LEIFS Project by a Party (for the avoidance of doubt, this includes both Direct In-Kind Contributions and Indirect In-kind Contributions).
Intellectual Property or IP	<p>means any registered or unregistered intellectual property rights including any:</p> <ul style="list-style-type: none"> (a) patents or rights concerning any discovery, invention, process, process improvement, procedure, manufacturing method, technique or information regarding the chemical or genetic composition of materials (whether patentable or not); (b) trade marks, business names or trading styles (whether registered or not); (c) copyright material and similar or neighbouring rights; (d) registered or registrable designs; (e) plant breeder rights or other proprietary information concerning genetic or biological material or engineering processes; (f) trade secrets and know how; (g) eligible layouts or protectable computer programs, <p>as well as any right to seek registration of, or to take action for infringement of, any such rights.</p>
Items	means primary materials such as equipment, assets and other materials, including biological and genetic material (germplasm etc), as applicable.
Law	means any applicable law, statute, rule, regulation, directive, direction, treaty, judgment, order, guideline, decree, interpretation, permit, injunction of any government agency, or rule of any public stock exchange, in any jurisdiction and in each case, as amended from time to time.
Lead Delivery Partner	means, in respect of a LEIFS Project, the Delivery Partner specified as such in the relevant LEIFS Project Agreement (or where there is only one Delivery Partner under the relevant LEIFS Project Agreement, that Delivery Partner).

LEIFS Confidential Information	means any Confidential Information arising from the conduct of a LEIFS Project or the LEIFS Initiative.
LEIFS Data	means Data captured, generated, produced or otherwise developed by a Party in the course of conducting a LEIFS Project or the LEIFS Initiative, including any post analysis Data.
LEIFS Data Management Plan	means the data management plan established under clause 4.6, as updated and approved by GRDC from time to time.
LEIFS IP	means IP created, developed or otherwise arising in the course of the conduct of any LEIFS Project or the LEIFS Initiative, excluding copyright in any Student Work and any Moral Rights.
LEIFS IPPO Register	means the register of IP, Data and Items established in accordance with clause 4.5 as updated from time to time in accordance with this Agreement.
LEIFS Initiative	has the meaning given in Recital C.
LEIFS KPIs	means the key performance indicators for the LEIFS Initiative, as set out in the Governance Framework.
LEIFS Overview	means the overview of the strategy, direction, budget and Program logic of the LEIFS Initiative as set out in the Governance Framework.
LEIFS Outputs	means LEIFS IP, LEIFS Confidential Information, LEIFS Data and all results or Items created, developed or otherwise arising in the course of the conduct of any LEIFS Project or the LEIFS Initiative, excluding Student Work.
LEIFS Project	means a set of planned research, development and/or extension activities in pursuit of the LEIFS Purpose approved by GRDC in accordance with this Agreement, as defined in a LEIFS Project Agreement.
LEIFS Project Agreement	means an agreement entered into between GRDC and one or more Partners for the conduct of a LEIFS Project for the LEIFS Purpose.
LEIFS Project Data Management Plan	means, in respect of a LEIFS Project, the Data Management Plan as defined in the relevant LEIFS Project Agreement.
LEIFS Project IPPO Register	means, in respect of a LEIFS Project, the IPPO Register as defined in the relevant LEIFS Project Agreement.

LEIFS Project Milestone	means a Milestone under a LEIFS Project as specified in the relevant LEIFS Project Agreement.
LEIFS Project Milestone Report	means, in respect of a LEIFS Project Milestone under a LEIFS Project Agreement, a report that conforms with the requirements of the Governance Framework and the LEIFS Project Agreement.
LEIFS Purpose	has the meaning given in Recital A.
LEIFS Workshop	has the meaning given in the Governance Framework.
Management Committee	means the committee established to oversee the LEIFS Initiative as constituted under clause 4.2.
Modern Slavery	has the meaning given to that term in the Modern Slavery Legislation, which includes, among other things, any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and any other slavery-like exploitation as prohibited under all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time.
Modern Slavery Legislation	means the <i>Modern Slavery Act 2018</i> (Cth) and any other modern slavery act that is in force, and their respective regulations and codes from time to time.
Moral Rights	means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth) or analogous legislation in any other jurisdiction.
Owner	means, in respect of particular LEIFS Outputs, a Party in which ownership of right, title and interest in the LEIFS Outputs vests under this Agreement or a LEIFS Project Agreement.
Partner	means a Party to this Agreement, other than GRDC.
Party	means a party to this Agreement and Parties means two or more of them, as the context requires.
Personal Information	has the meaning given in the Privacy Act.
Personnel	means, in respect of a Party, that Party's officers, employees, sub-contractors, consultants, Students and agents.

PO Partner	means the Partner contracted to provide the LEIFS Program Office Program under a LEIFS Project Agreement entered into with GRDC from time to time.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth).
Privacy Laws	means the Privacy Act and any analogous Law in any jurisdiction.
Program	has the meaning given to that term in clause 2.2.
Report	means a report specified in the Governance Framework.
Term	has the meaning given to that term in clause 16.1.
Third Party Data	means Data obtained from a person or entity that is not a Party and that is made available to the LEIFS Initiative or a LEIFS Project.
Third Party IP	means Intellectual Property (including Intellectual Property in Items) owned by a person or entity that is not a Party and that is made available to the LEIFS Initiative or a LEIFS Project, but does not include widely available non-specialised commercial off-the-shelf software.
Third Party Material	means Third Party Data, Third Party IP and Items owned by a person or entity that is not a Party and made available by a Party for the LEIFS Initiative or a LEIFS Project.
Use Restriction	means any restriction or encumbrance on use of Material which has been approved or notified by GRDC in accordance with clause 9.2(b), 10.1(e) or 15(c).

1.2 Interpretation

In this Agreement, headings are for convenience only and do not affect interpretation and, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust or government;
- (c) a reference to any gender includes all genders;
- (d) a reference to a Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form has a corresponding meaning;

- (f) where any Party is constituted by more than one legal entity, they will be, unless otherwise expressly stated, jointly and severally liable in respect of all obligations arising under this Agreement and jointly entitled to enjoy any rights granted by this Agreement;
- (g) a reference to any organisation, committee or body includes a reference to any successor of that organisation, committee or body;
- (h) a reference to any document or agreement includes a reference to that document or agreement as properly amended, novated, supplemented, varied or replaced from time to time;
- (i) a reference to any legislation or regulation includes a reference to any amendment, modification or replacement to that legislation or regulation which may be made from time to time;
- (j) the words 'includes' or 'including' are not words of limitation;
- (k) approval means approval in writing;
- (l) all monetary amounts are in Australian currency;
- (m) it is to be interpreted in accordance with the rules for the interpretation of Acts set out in the *Acts Interpretation Act 1901* (Cth);
- (n) all references to legislation are to be interpreted in accordance with the relevant Commonwealth, State or Territory interpretation of acts legislation; and
- (o) all references to a Department, Government agency and statutory bodies are to be interpreted in accordance with the applicable Commonwealth, State or Territory interpretation of acts legislation.

1.3 Order of precedence

Except as otherwise specified in this Agreement, the terms of this Agreement take precedence over the terms of any LEIFS Project Agreement.

2. Objectives

2.1 LEIFS Purpose

The Parties acknowledge that the key objective of the LEIFS Initiative is to pursue the LEIFS Purpose.

2.2 Programs

The LEIFS Initiative will deliver the following high level programs of research, development and extension, as further described in Schedule 3:

- (a) LEIFS Program Office;
- (b) Capturing Grower Value;
- (c) National Data Analytics and Insights;
- (d) Accessible GHG Monitoring; and
- (e) Action Research Networks.

3. Partners

3.1 Accession

- (a) A third party may become a Party to this Agreement subject to the third party and GRDC executing a Deed of Accession, with such accession effective on and from the date of execution of the Deed of Accession by GRDC and the acceding third party.
- (b) On and from the effective date of an Acceding Party's accession to this Agreement, Schedule 2 will be deemed to be varied to include the Acceding Party's Contributions (if applicable) as set out in the Deed of Accession executed by the Acceding Party.
- (c) Following an Acceding Party's accession to this Agreement, GRDC will provide to the PO Partner a copy of the relevant Deed of Accession, and the PO Partner will promptly inform the Parties of details of the Acceding Party by providing a copy of the relevant Deed of Accession, and where appropriate, circulate a consolidated updated version of Schedule 2 to the Parties.

3.2 Subcontracting

- (a) A Partner may only subcontract its obligations under this Agreement:
 - (i) with GRDC's prior approval; and
 - (ii) on legally binding terms consistent with and no less onerous than those of this Agreement (as applicable to the subcontractor).
- (b) Each Party remains responsible for the acts and omissions of its Personnel in connection with this Agreement as if they were the acts and omissions of the Party.

3.3 Conflicts of interest

- (a) Each Partner warrants that, except as disclosed:

- (i) in writing to GRDC prior to execution of this Agreement, the Partner and its Personnel did not, or will not, at the Effective Date, hold any rights or property or have any obligations; and
- (ii) under clause 3.3(b), the Partner agrees not to, at any time while the LEIFS Project is being carried out, acquire any rights or property or undertake any obligations,

other than obligations under any special conditions under a LEIFS Project Agreement, that might limit the Partner's ability to meet its obligations under this Agreement.

- (b) Each Partner agrees to:
 - (i) give notice to the Management Committee of any matter, event or circumstance by reason of which any such conflict of interest is created, or might reasonably be expected to arise, as soon as reasonably possible after becoming aware of the matter, event or circumstance; and
 - (ii) comply with any reasonable direction from the Management Committee to deal with the conflict of interest.
- (c) Where clauses 3.3(a) and 3.3(b) apply to a Partner's Personnel, the references to such Personnel are limited to such Personnel engaged on or reasonably having knowledge of the LEIFS Project sufficient to protect the interest of the Parties and the LEIFS Outputs.

4. Governance

4.1 GRDC oversight

- (a) GRDC, through the GRDC Authorised Delegate:
 - (i) retains ownership of the LEIFS Purpose and overall design and delivery of the LEIFS Initiative;
 - (ii) will oversee the performance of the LEIFS Initiative by Partners; and
 - (iii) will take into consideration (but not be bound by) recommendations or requests made by the Management Committee in a timely manner;
 - (iv) may authorise the Management Committee in writing to make specified decisions independently; and
 - (v) may, in its sole discretion acting reasonably, give approvals (which may be subject to conditions), and make decisions in relation to the LEIFS Initiative, as contemplated by this Agreement.

- (b) The GRDC Authorised Delegate is authorised by GRDC to act and make decisions in relation to the LEIFS Initiative on GRDC's behalf.
- (c) The Partners agree that, subject to this Agreement, GRDC approvals and decisions contemplated by this Agreement are binding on them, however any approval or decision that varies an express term of this Agreement or a LEIFS Project Agreement will be subject to written agreement signed by the relevant Parties.

4.2 Management Committee

- (a) The Parties will:
 - (i) establish a Management Committee to provide overall strategic direction for the LEIFS Initiative; and
 - (ii) each ensure that its representative(s) on the Management Committee undertakes their Management Committee responsibilities,in accordance with the Governance Framework and this Agreement.
- (b) The Management Committee will have the responsibilities specified in the Governance Framework.
- (c) The Management Committee will report to GRDC as and when required by GRDC.
- (d) The Management Committee is not entitled to make any decisions or undertake any actions without GRDC's prior approval.

4.3 PO Partner

- (a) The PO Partner is responsible for:
 - (i) ensuring LEIFS Initiative activities build towards purpose driven outcomes through consistent data governance and stewardship, monitoring and evaluation of Program impact and effective connectivity and knowledge exchange between Programs and LEIFS Projects;
 - (ii) establishing and maintaining a central office function for administration and management of the LEIFS Initiative, including facilitating communication between Parties and between third parties and the LEIFS Initiative;
 - (iii) preparing an Annual Operating Plan and updating the Annual Operating Plan on a quarterly basis, and submitting the Annual Operating Plan and each update to it to the Management Committee for review;
 - (iv) arranging LEIFS Workshops;

- (v) implementing any decisions or directions of GRDC or the Management Committee in accordance with this Agreement;
 - (vi) considering and acting in good faith on feedback from the Management Committee in relation to any Annual Operating Plan, Report or other material submitted by the PO Partner to the Management Committee;
 - (vii) facilitating Management Committee operations as per the Governance Framework;
 - (viii) working cooperatively with, the Management Committee and GRDC in respect of the LEIFS Initiative;
 - (ix) acting on behalf of GRDC in respect of the administration and management of LEIFS Projects, LEIFS Project Agreements and this Agreement;
 - (x) escalating performance failures or breach of any agreement relating to the LEIFS Initiative to the Management Committee and GRDC;
 - (xi) administering the LEIFS Initiative's operations and output delivery; and
 - (xii) undertaking any additional responsibilities specified in the Governance Framework or this Agreement.
- (b) The Parties agree to cooperate in good faith with the PO Partner in order to facilitate the PO Partner fulfilling its responsibilities under this Agreement, including providing such information relating to the LEIFS Initiative as may reasonably be requested and reasonable assistance as is specified in a LEIFS Project Agreement or otherwise that the PO Partner may request from time to time.
- (c) The Parties agree that:
- (i) the PO Partner is to perform its role in respect of the LEIFS Initiative independently and without preference to its role as a Delivery Partner in respect of any LEIFS Project or its Personnel; and
 - (ii) each Partner must recuse itself from deliberations and decisions of the Management Committee relating to the performance of that Partner if reasonably required by any other Management Committee representative on a case-by-case basis.

4.4 **Representatives**

- (a) Each Party:
- (i) must ensure that each of its Personnel acting as its representative on the Management Committee is vested with the necessary information, experience and authority to enable them to carry out the purpose and functions of the Management Committee on behalf of that Party;

- (ii) may change its nominated Management Committee representatives at any time by provision of notice in writing to the other Parties setting out the details of the change.
- (b) Any obligation, right or undertaking in respect of a member of the Management Committee is an obligation, right or undertaking in respect of the nominating Party exercisable by the nominated representative(s) on behalf of the relevant nominating Party. The nominating Party is fully responsible and liable for the acts and omissions of its nominated representative(s) in their capacity as Management Committee members as if they were its own.

4.5 LEIFS IPPO Register

- (a) The Parties acknowledge the LEIFS IPPO Register to be established and maintained by the PO Partner as the key tool for managing Intellectual Property in the LEIFS Initiative.
- (b) The LEIFS IPPO Register must include at least the following information in respect of all Intellectual Property, Confidential Information, Data and Items made available to, or created, developed or otherwise arising in connection with, the LEIFS Initiative including all LEIFS Projects:
 - (i) detailed description of the Intellectual Property, Data or Item;
 - (ii) all owners of the Intellectual Property, Data or Item;
 - (iii) date of commencement of use in, contribution or making available to the LEIFS Initiative or a LEIFS Project, or the creation, development or arising, of the Intellectual Property, Data or Item;
 - (iv) registered rights in the Intellectual Property, Data or Item;
 - (v) the terms under which any LEIFS Outputs are provided to a third party in accordance with this Agreement;
 - (vi) any applicable Use Restrictions in respect of the Intellectual Property, Data or Item; and
 - (vii) any other details required by the Management Committee from time to time.
- (c) The PO Partner will be responsible for ensuring that the LEIFS IPPO Register is:
 - (i) established in the form set out in Annexure C within 7 days of the date of the Effective Date; and
 - (ii) kept up-to-date, complete and accurate in respect of the matters specified in clause 4.5(b) at all times.
- (d) In respect of:

- (i) each LEIFS Project, the Lead Delivery Partner must provide an up-to-date, complete and accurate copy of the LEIFS Project IPPO Register to the PO Partner no less frequently than once in each period of three months during the Term; and
 - (ii) any Third Party Data, GRDC will provide to the PO Partner such information as is required for inclusion in the LEIFS IPPO Register.
- (e) The PO Partner must provide the LEIFS IPPO Register to the Management Committee for recommendation to GRDC within 7 days of establishment or any change. The changes will be effective on and from GRDC approval.
- (f) Each Party will:
- (i) notify the PO Partner promptly upon becoming aware of any information, or any change to information, which is required to be included in the Intellectual Property Register under clause 4.5(b), or any error or omission in the LEIFS IPPO Register; and
 - (ii) provide any documentation reasonably required by the Management Committee to verify the information provided in connection with the LEIFS IPPO Register promptly on request by the Management Committee.
- (g) The PO Partner will promptly provide a current copy of the LEIFS IPPO Register to the Management Committee or any Party on request at any time and promptly following GRDC's approval of any update to the LEIFS IPPO Register.

4.6 LEIFS Data Management Plan

- (a) The Parties acknowledge the LEIFS Data Management Plan as the key tool for describing the data to be acquired or generated within the LEIFS Initiative and how that data will be managed, stored and protected.
- (b) The PO Partner will be responsible for ensuring that the LEIFS Data Management Plan is:
- (i) established on or before, and in any event annexed to, the first Annual Operating Plan after the Effective Date in the form set out in Annexure D; and
 - (ii) kept up-to-date, complete and accurate in respect of the matters required to be recorded in it at all times.
- (c) In respect of:
- (i) each LEIFS Project, the Lead Delivery Partner must provide an up-to-date, complete and accurate copy of the LEIFS Project Data Management Plan to the PO Partner no less frequently than once in each period of three months during the Term; and

- (ii) each Data Sharing Agreement, GRDC will provide to the PO Partner such information as is required for inclusion in the LEIFS Data Management Plan.
- (d) The PO Partner must provide the LEIFS Data Management Plan to the Management Committee for recommendation to GRDC within 7 days of establishment or any change. The changes will be effective on and from GRDC approval.
- (e) Each Party must comply at all times with the LEIFS Data Management Plan.
- (f) Each Party will:
 - (i) notify the PO Partner promptly upon becoming aware of any information, or any change to information, which is required to be included in the LEIFS Data Management Plan, or any error or omission in the LEIFS Data Management Plan; and
 - (ii) provide any documentation required by the PO Partner or the Management Committee to verify the information provided in connection with the LEIFS Data Management Plan promptly on request by the PO Partner or the Management Committee.
- (g) The PO Partner will promptly provide a current copy of the LEIFS Data Management Plan to the Management Committee or any Party on request at any time and promptly following GRDC's approval of any update to the LEIFS Data Management Plan.

4.7 Reporting

- (a) Each Partner must prepare and submit Reports to the PO Partner in accordance with the Governance Framework.
- (b) The PO Partner must prepare and submit its Reports, and submit other Delivery Partners' Reports, to the Management Committee in accordance with the Governance Framework.
- (c) The Management Committee must review and, if appropriate, recommend Reports to GRDC in accordance with the Governance Framework.
- (d) GRDC will approve a Report if it is satisfied that the Report complies with the requirements of this Agreement and any applicable Project Agreement and is otherwise acceptable to GRDC, acting reasonably. If GRDC does not approve a Report, it may require the Report to be amended and resubmitted by notice to the Management Committee.

5. Contributions

5.1 Use of Contributions

All Contributions are to be provided and used only for the purposes of the LEIFS Initiative and in accordance with the LEIFS Overview and the Annual Operating Plan and, in respect of each LEIFS Project, the relevant LEIFS Project Agreement.

5.2 Commitment

Each Party will make its Contributions to the LEIFS Initiative in each Year as specified in Schedule 2 through LEIFS Project Agreement(s) to which it is a Party.

5.3 In-kind Contributions

- (a) In-kind Contributions must be specifically allocated (and, in the case of Direct In-Kind Contributions, to the exclusion of any other uses or applications), to:
 - (i) the administration of the LEIFS Initiative for the duration specified in the relevant Annual Operating Plan; or
 - (ii) one or more LEIFS Projects for the duration of the relevant LEIFS Project(s).
- (b) Direct In-kind Contributions will be valued based on the applicable market rate, valuation, rental or charge at the time of the contribution of the relevant Direct In-kind Contribution.
- (c) Each Party must notify the Management Committee immediately on becoming aware that it may not be in a position to provide the full value of its In-kind Contributions in any given Year.

5.4 Changes to Contributions

- (a) A Partner may change its Contributions by agreement in writing with GRDC. GRDC will notify any such changes to the PO Partner for notification to the Parties.
- (b) GRDC may reduce its Cash Contributions by three months' prior written notice to the Partners if:
 - (i) the Cash Contributions are no longer consistent with GRDC's statutory functions and powers;
 - (ii) GRDC has not received sufficient funding in relation to the Financial Year in which the payment is to be made to enable it both to make the payment and to make payments during that Financial Year under all other research agreements entered into by GRDC, provided that if it has not received sufficient funding, GRDC has provided the Partners with at least 3 months' written notice of reduction in funds; or

- (iii) the Cash Contributions are no longer consistent with, and designed to give effect to, GRDC's Annual Operational Plan and R&D Plan prepared under Part 2 of the PIRD Act.
- (c) Any of GRDC's Cash Contributions which are returned to GRDC under a LEIFS Project Agreement may be reinvested in the LEIFS Initiative by GRDC.
- (d) Schedule 2 will be taken to include any new Contributions as set out in a Deed of Accession, and to be amended on and from GRDC approval in accordance with clause 5.4(a).
- (e) Schedule 2 will be updated by notice to the Parties by the PO Partner promptly following any change in accordance with this clause 5.4.

5.5 Record keeping and reporting

Each Partner must:

- (a) keep and maintain complete, accurate and up-to-date records of the total value and the provision of its Contributions; and
- (b) provide such records, together with documentary evidence satisfactory to the recipient:
 - (i) to the PO Partner no less than 30 days prior to the date for submission of each Executive Report to the Management Committee; and
 - (ii) at any other time within 30 days of a request by the Management Committee or GRDC (or other such reasonable time as agreed by the requestor).

5.6 Undelivered Contributions

- (a) The PO Partner will reconcile and report as part of each Executive Report any Contributions not delivered in accordance with Schedule 2 in the relevant Year.
- (b) Without limiting any other rights under this Agreement or any LEIFS Project Agreement, in respect of a Partner's Contributions not delivered in accordance with Schedule 2 in a given Year, the Management Committee will recommend any adjustments to that Partner's Contributions in the Annual Operating Plan for the subsequent Year, and any consequential variations required to Schedule 2 or LEIFS Projects. Such adjustments and variations will be effective on and from GRDC approval.
- (c) GRDC and the relevant Partner, and any other Partners to affected Project Agreements, will agree in good faith any variations required to effect such adjustments.

6. LEIFS Projects

6.1 LEIFS Projects

LEIFS Projects may be identified by GRDC through a request for proposal process, a request for tender process, or proposed by the Management Committee.

6.2 LEIFS Project Agreements

- (a) A LEIFS Project Agreement must be agreed in respect of each LEIFS Project between GRDC and the Delivery Partner(s) for the LEIFS Project.
- (b) The terms of LEIFS Project Agreements will be:
 - (i) negotiated by GRDC and the Delivery Partner(s) for the relevant LEIFS Project; and
 - (ii) subject to clause 6.2(c), consistent with this Agreement.
- (c) Special conditions to a LEIFS Project Agreement that are inconsistent with this Agreement may be agreed by GRDC and the Delivery Partner(s) for the relevant LEIFS Project. Such special conditions will take precedence over the terms of this Agreement in respect of that LEIFS Project in the case of any inconsistency.

6.3 Collaboration across LEIFS Projects

- (a) The Parties acknowledge that the LEIFS Purpose requires collaboration between the Parties outside the scope of particular LEIFS Projects and sharing of results across LEIFS Projects.
- (b) Without limiting any specific obligations under this Agreement or any LEIFS Project Agreement, and subject to any Use Restrictions and the LEIFS Data Management Plan, each Party agrees to:
 - (i) make LEIFS Outputs created, developed or otherwise arising under a LEIFS Project Agreement to which that Party is a party available to each other Party on request; and
 - (ii) communicate and work collaboratively with other Parties in respect of LEIFS Outputs and LEIFS Projects.
- (c) GRDC, the PO Partner or the Management Committee may share, or require a Partner to share, LEIFS Outputs created, developed or arising under a LEIFS Project Agreement to which that Partner is a party, with other Partners.

6.4 Data sharing

- (a) Subject to the LEIFS Data Management Plan, GRDC may enter into agreements to access Third Party Data and/or share LEIFS Data with third

parties on terms that are consistent with this Agreement and any applicable LEIFS Project Agreement (**Data Sharing Agreement**).

- (b) Special conditions to a Data Sharing Agreement that are inconsistent with this Agreement or any applicable LEIFS Project Agreement may be approved by GRDC.
- (c) Data owned or licensed by a Data Partner and accessed by GRDC under a Data Sharing Agreement for the purposes of the LEIFS Initiative or a LEIFS Project will constitute Third Party Data for the purposes of this Agreement and the LEIFS Project Agreement for each such LEIFS Project. Any conditions on use of such Data under the Data Sharing Agreement will be recorded as Use Restrictions in relation to that Data.
- (d) Third Party Data accessed by GRDC under a Data Sharing Agreement may be withdrawn from availability for use in the LEIFS Initiative and/or any LEIFS Project immediately by written notice from GRDC to the Partners. On receipt of such notice, or on expiry or termination of this Agreement or any relevant LEIFS Project Agreement, each Partner must promptly cease using, and return to GRDC (or on GRDC's request, destroy or delete), all such Third Party Data.

6.5 **Materials Transfer**

Any transfer of Items constituting Background Material or Third Party Material (other than by the Party that contributed it) or LEIFS Outputs (other than by the Owner(s)) to a third party must be made subject to an executed material transfer agreement on terms:

- (a) consistent with those of a template material transfer agreement available from GRDC's website; or
- (b) otherwise approved by GRDC,

and recorded in the LEIFS IPPO Register.

7. **Confidentiality**

7.1 **Confidential treatment**

- (a) The Recipient must, subject to this Agreement:
 - (i) treat as confidential the Confidential Information disclosed to it by or on behalf of the Discloser;
 - (ii) only use or copy Confidential Information of the Discloser to the extent required for the purposes of, and pursuant to any rights granted to the Recipient in accordance with, this Agreement or any relevant LEIFS Project Agreement;

- (iii) take reasonable steps to protect the Confidential Information of the Discloser and keep it secure from misuse, interference, loss and unauthorised access, modification or disclosure; and
- (iv) promptly notify the other Discloser if it becomes aware of, or suspects, any unauthorised copying, use or disclosure of any Confidential Information of the Discloser.

7.2 Permitted disclosure

- (a) The Recipient must not, without the prior written consent of the Discloser, disclose the Confidential Information of the Discloser except to the extent required to:
 - (i) disclose the Confidential Information to its Personnel and legal and financial advisors and, in the case of GRDC, Data Partners, who have a need to know for the purposes of performing, or exercising rights under, this Agreement, a LEIFS Project Agreement or, in the case of a Data Partner, a Data Sharing Agreement (and only to the extent that each has a need to know), provided that the Recipient uses reasonable efforts to ensure that:
 - (A) its Personnel, advisors and Data Partners (as applicable) who require access to Confidential Information of the Discloser keep the Confidential Information confidential and only use the Confidential Information for the purpose for which it was disclosed; and
 - (B) any of the abovementioned Personnel, advisors and Data Partners (as applicable) who cease to be Personnel or advisors, or in the case of Data Partners, party to a Data Sharing Agreement, must continue to be bound by such obligations of confidentiality;
 - (ii) comply with requirements of a court, parliamentary, governmental or administrative authority or applicable Law to disclose Confidential Information of the Discloser, provided that the Recipient must:
 - (A) promptly notify the Discloser and consult with it about the form and content of any disclosure required; and
 - (B) only disclose that part of the Confidential Information as is necessary to comply with the relevant requirements; or
 - (iii) in the case of GRDC, disclose the Confidential Information in response to parliamentary questions, ministerial inquiries, reporting obligations and inquiries conducted by or on behalf of the Auditor General of the relevant State or Territory government or the Auditor General of the Commonwealth of Australia.

8. Conduct of LEIFS Initiative

8.1 Responsible conduct of research

Each Party must:

- (a) comply, and ensure compliance by its Personnel, with the Australian Code for the Responsible Conduct of Research (accessible at <https://www.nhmrc.gov.au/about-us/publications/australian-code-responsible-conduct-research-2018>) in conducting the LEIFS Initiative;
- (b) notify the PO Partner promptly in the event that it becomes aware of any actual or suspected noncompliance with the Code in connection with the LEIFS Initiative or any of its Personnel; and
- (c) cooperate with any reasonable directions of GRDC in handling any such noncompliance.

8.2 Defence Trade Controls

If any activities under this Agreement involve the use of any '**DSGL technology**' (as defined in the *Defence Trade Controls Act 2012* (Cth)), each Party:

- (a) is responsible for ensuring compliance with the Defence Trade Controls Act and related export control laws and regulations, including by obtaining any necessary permits or approvals relating to the supply or publishing of DSGL technology in connection with the activities; and
- (b) must ensure that any DSGL technology made available to another Party in connection with the activities is clearly identified as such, and that any restrictions on the use or disclosure by the other Party of that technology under the Defence Trade Controls Act are disclosed to the other Party in writing.

8.3 Import and export

Each Party is responsible for ensuring compliance with any applicable laws and regulations relating to the import or export of goods, and to cross-border transfers of information, by the Party in connection with performance of this Agreement, including any relevant requirements concerning tariffs, duties, clearances, treatments, chemical registrations and quarantine.

8.4 Fraud

Each Party must take all reasonable steps to prevent and detect Fraud in connection with the LEIFS Initiative.

8.5 Work health and safety

- (a) Each Party must ensure that its activities in connection with the LEIFS Initiative comply, and that any site at which it carries out any part of LEIFS Initiative activities (**Site**) complies, with all applicable work health and safety laws and regulations and applicable industry codes of practice and Australian Standards.
- (b) Without limiting its obligations under clause 8.5(a), each Party must ensure that any person attending a Site is properly trained, informed, supervised and instructed in the use of the relevant facilities and Items and otherwise ensure their health and safety and that they are provided with all necessary personal protective equipment.
- (c) Each Party is solely responsible for all preparation and co-ordination required for carrying out LEIFS Initiative activities at a Site.

8.6 Privacy

- (a) GRDC is an 'agency' for the purposes of the Privacy Act and is required to comply with the Australian Privacy Principles (**APPs**) set out in Schedule 1 of that Act. GRDC's privacy policy is available at <https://grdc.com.au/About-Us/Policies/Legal/Privacy/Privacy-Policy>.
- (b) Each Party must, in respect of any Personal Information it collects, uses or discloses in connection with this Agreement:
 - (i) comply with the Privacy Laws in connection with this Agreement; and
 - (ii) obtain any consents, and provide any notices, required under the Privacy Laws in order to allow for the use and disclosure of Personal Information as contemplated by this Agreement, or ensure that this has been done.
- (c) The following clauses apply to each Partner if it is a 'contracted service provider' as defined in the Privacy Act:
 - (i) the Partner must not do an act, or engage in a practice, in connection with undertaking this Agreement, that would breach an APP if done or engaged in by GRDC as an 'agency';
 - (ii) the Partner must not authorise its sub-contractors (if any) to do an act, or engage in a practice in connection with undertaking a sub-contract under this Agreement, that would breach an APP if done or engaged in by GRDC as an 'agency'; and
 - (iii) the Partner must immediately notify GRDC of any breach of any of the obligations on the Strategic Partner or its sub-contractors under this clause 7.8.
- (d) Nothing in this Agreement should be taken as authorising a Partner to do or engage in an act or practice that is prohibited under clause 8.6(c).

8.7 Modern Slavery

- (a) Each Party represents and warrants to each other Party that:
 - (i) it does not, and will not, engage in any activity that constitutes or involves Modern Slavery in the performance of its obligations under this Agreement or otherwise; and
 - (ii) it has investigated its practices and those of its Group Members and is satisfied that there are no activities that constitute or could constitute or involve Modern Slavery anywhere in its (and each of its Group Members') business, operations or supply chains.
- (b) Each Party must, on the receipt of a written request from any other Party that is subject to Modern Slavery Legislation, provide that other Party with all information reasonably requested by the other Party to assist the other Party to comply with its requirements under the Modern Slavery Legislation.
- (c) Each Party agrees that any other Party that is subject to Modern Slavery Legislation may take any reasonable actions to monitor, assess, audit and verify the Party's compliance with its obligations under this clause 8.7.

9. Background Material and Third Party Material

9.1 Ownership

Nothing in this Agreement or any LEIFS Project Agreement effects a transfer of ownership of the right, title or interest in Background Material or Third Party Material.

9.2 Notification

- (a) Each Party must notify the PO Partner of any Background Material or Third Party Material it intends to make available to a LEIFS Project or to the LEIFS Initiative in advance of making it available, together with:
 - (i) all details required for the purposes of recording such Background Material or Third Party Material on the LEIFS IPPO Register; and
 - (ii) any applicable restrictions or encumbrances on use of the Background Material or Third Party Material.
- (b) The PO Partner will notify the Management Committee of any restrictions or encumbrances notified to it by a Party in respect of particular Background Material or Third Party Material. The Management Committee will consider such restrictions or encumbrances and make a recommendation to GRDC. If approved by GRDC, the PO Partner will record such restrictions or encumbrances in the LEIFS IPPO Register and/or LEIFS Data Management Plan and any applicable LEIFS Project IPPO Register and/or LEIFS Project Data Management Plan. If GRDC does not approve any such restrictions or

encumbrances, the Party will be entitled to withhold the affected Background Material or Third Party Material from use in the LEIFS Project or LEIFS Initiative, as applicable.

- (c) Subject to clause 9.2(b), each Party agrees to make Background Material and Third Party Material notified by it under clause 9.2(a) available to the LEIFS Initiative and LEIFS Projects in accordance with the LEIFS IPPO Register.

9.3 Rights

- (a) Subject to any applicable Use Restrictions, in respect of the Background Material and Third Party Material made available by it in connection with the LEIFS Initiative or any LEIFS Project, each Party grants (or will procure the grant) to:
 - (i) each other Party a non-exclusive, royalty-free and fee-free licence to use the Background Material and Third Party Material for the purposes and duration of any LEIFS Project, which licence may be sub-licensed only to the Party's Personnel which are involved in the Party's performance of this Agreement or a relevant LEIFS Project;
 - (ii) each Partner a non-exclusive, royalty-free and fee-free licence to use the Background Material and Third Party Material where required, for the purposes of the administration and governance of the LEIFS Initiative in accordance with this Agreement; and
 - (iii) GRDC a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fee-free licence (with the right to sub-licence) to use the Background Material and Third Party Material:
 - (A) for LEIFS Purposes (including the administration and governance of the LEIFS Initiative) and for the purposes of LEIFS Projects; and
 - (B) to the extent incorporated in, or required to use, the LEIFS Outputs.

9.4 Warranty

Each Party warrants that, to the best of its knowledge at the date of this Agreement having made all reasonable enquiries:

- (a) subject to any applicable Use Restrictions, all Background Material and Third Party Material made available to the LEIFS Initiative or a LEIFS Project by the Party will be able to be used:
 - (i) royalty-free and fee-free for the conduct of the LEIFS Initiative and all reasonably foreseeable dissemination or Commercialisation of LEIFS Outputs in accordance with this Agreement; and
 - (ii) as otherwise contemplated by this Agreement,

without infringing any third party rights, as at the time of making it available, however each Party acknowledges that reasonable enquiries in respect of patents does not extend to public prior art searches; and

- (b) except as specified in this Agreement or disclosed in the LEIFS IPPO Register, the Party is not a party to any agreement that could limit or constrain any reasonably foreseeable dissemination or Commercialisation activities involving LEIFS Outputs.

10. LEIFS Outputs

10.1 Ownership

- (a) Subject to clause 10.1(b), ownership of all right, title and interest in LEIFS Outputs vests on creation in GRDC.
- (b) The parties to a LEIFS Project Agreement or Data Sharing Agreement may agree to alternative ownership of LEIFS Outputs developed, created or arising under a LEIFS Project the subject of the LEIFS Project Agreement or in which Data contributed under the Data Sharing Agreement is used, including ownership by a third party subject to the third party granting GRDC the right to grant the licences set out in clause 10.2(a) as if it were the Owner on terms that are acceptable to GRDC.
- (c) Each Party warrants that, to the best of its knowledge as at the Effective Date having made reasonable enquiries (and each Party acknowledges that reasonable enquiries in respect of patents does not extend to public prior art searches), except as specified in the LEIFS IPPO Register:
 - (i) no third party owns or will own any right, title or interest in LEIFS Outputs except as contemplated by this clause 10.1; and
 - (ii) use by the other Parties of the LEIFS Outputs created by the Party in accordance with this Agreement or a LEIFS Project Agreement will not infringe the rights of any third party or breach any obligation of confidence owed to any third party.
- (d) Each Party hereby assigns its current and future right, title and interest in LEIFS Outputs in accordance with this clause 10.1 and agrees to do all things and execute (or procure the execution of) all documents reasonably required by an Owner in order to vest ownership of LEIFS Outputs in accordance with this clause 10.1.
- (e) GRDC may notify the PO Partner of restrictions or encumbrances applicable in respect of the use of particular LEIFS Outputs. The PO Partner will record such restrictions or encumbrances in the LEIFS IPPO Register and/or LEIFS Data Management Plan and any applicable LEIFS Project IPPO Register and/or LEIFS Project Data Management Plan.

10.2 Rights

- (a) Subject to any applicable Use Restrictions, each Owner grants, in respect of the LEIFS Outputs which it owns:
 - (i) GRDC a non-exclusive, worldwide, perpetual, irrevocable, royalty-free and fee-free licence (with the right to sub-licence) to use the LEIFS Outputs, for any purpose other than Commercialisation; and
 - (ii) each Partner:
 - (A) a revocable, non-exclusive, royalty-free and fee-free licence (without the right to sub-licence) to use the LEIFS Outputs for the purposes of the administration and governance of the LEIFS Initiative for the Term in accordance with this Agreement; and
 - (B) a non-exclusive, royalty-free and fee-free licence to use the LEIFS Outputs for the purposes of any LEIFS Project for the term of the relevant LEIFS Project Agreement, which licence may be sub-licensed only to the Personnel of the Party involved in a LEIFS Project.
- (b) Where a third party owns certain LEIFS Outputs in accordance with clause 10.1(b), GRDC grants the licences granted under clause 10.2(a) as if references to the Owner were references to GRDC, however the Partners acknowledge that GRDC's rights to do so are subject to third party rights and that GRDC is not responsible for continuing access to such LEIFS Outputs.
- (c) Each Enrolling Institution grants the licences granted under clause 10.2(a) as if references to the Owner were references to the Enrolling Institution, and references to LEIFS Outputs were references to copyright in Student Work by any Student enrolled with the Enrolling Institution.

10.3 Protection

- (a) Subject to the terms of any applicable LEIFS Project Agreement, the Owner(s) of particular LEIFS IP will have the right to determine at its discretion the application for and maintenance and prosecution of formally registered Intellectual Property rights in respect of that LEIFS IP.
- (b) Each Party must:
 - (i) notify the Owner(s) (or GRDC in the case of a third party owner of LEIFS IP) promptly if it identifies any discovery, invention or other LEIFS IP which may be eligible for formal Intellectual Property protection; and
 - (ii) give the Owner(s) all information and assistance reasonably required, including executing (or procuring its Personnel to execute) any documents, in order to facilitate application, maintenance or prosecution of any such formal Intellectual Property protection.

- (c) Each Party must take reasonable steps to protect LEIFS Outputs against:
 - (i) misuse, interference and loss; and
 - (ii) unauthorised access, modification or disclosure.

11. Record keeping and inspection

11.1 Retention of records

Each Partner must, and must ensure that its Personnel, keep and maintain for the Term and for at least seven years after the end of the Term, the records referenced under clause 5.5(a) together with other appropriate records of its performance of its obligations under this Agreement, including its handling of LEIFS Outputs, Background Material and Third Party Material.

11.2 Inspection by GRDC

- (a) Each Partner must, and must ensure that its Personnel, permit GRDC (including any authorised representative of GRDC) from time to time and at all reasonable times during the Term and for at least three years after the end of the Term:
 - (i) to inspect work being carried out in connection with this Agreement, including subject to GRDC (and any authorised representative) complying with any reasonable directions of the Partner in respect of the safety or security of its premises and data;
 - (ii) to examine and copy all records required to be kept or maintained by the Partner in connection with the LEIFS Initiative; and
 - (iii) subject to any applicable Use Restrictions, to examine and copy all other documents relating to the LEIFS Initiative including records of LEIFS Outputs.
- (b) The Partner must give all reasonable assistance to GRDC (and its authorised representative) in relation to any inspection conducted under this clause 11.2, at the Partner's own cost.

11.3 Commonwealth requirements

- (a) Each Partner acknowledges that:
 - (i) this Agreement may be a Commonwealth contract; and
 - (ii) where GRDC has received a request for access to a document created by, or in the process of being created by, the Partner or any of its Personnel that relates to the performance of this Agreement (but not entry into this Agreement), GRDC may at any time by written notice

require the Partner to provide the document to GRDC and the Partner must, at no additional cost to GRDC, promptly comply with that notice,

where 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).

- (b) Nothing in this Agreement derogates from the powers of the Auditor-General of the Commonwealth of Australia.

12. Infringement

- (a) Each Party must notify the Management Committee and, in respect of:
 - (i) Confidential Information, the Discloser;
 - (ii) Background Material or Third Party Material, the contributing Party; or
 - (iii) LEIFS Outputs, the Owner,

within seven days if it becomes aware of or suspects disclosure, loss or misuse of, interference with, or unauthorised access, modification, or damage to or infringement or threatened infringement of any such Confidential Information, Intellectual Property, Data or Items, and must provide such assistance, information and documentation the other Party may reasonably request in order to manage any such issue.

- (b) Each Party must notify the Management Committee within seven days if it becomes aware that undertaking a LEIFS Project, exercising any rights to use Intellectual Property, Data or Items under this Agreement, or any Commercialisation of LEIFS Outputs, infringes or is likely to infringe the Intellectual Property rights or other legal rights of a third party.
- (c) The Parties agree to provide such assistance, information and documentation as GRDC or the Management Committee may reasonably request, and agree to negotiate in good faith any amendments to this Agreement or a LEIFS Project Agreement, in order to manage any issue referred to under clause 12(b).
- (d) Notwithstanding clause 12(c), nothing restricts a Party's discretion to defend itself against any third party claim or from seeking urgent interlocutory relief.

13. Students

- (a) Subject to any special conditions specified in the relevant LEIFS Project Agreement, students enrolled with a tertiary education institution (**Enrolling Institution**) in a higher degree by research (**Student**) may be involved in a LEIFS Project.

- (b) The copyright in a Student's work submitted in satisfaction of the requirement of their degree, including any thesis (**Student Work**), will remain with the Student.
- (c) Unless otherwise approved by GRDC, the Enrolling Institution must enter into an agreement with the Student to ensure that the Student:
 - (i) assigns the Student's right, title and interest in all LEIFS Project Outputs created by the Student (other than copyright in the Student Work) in accordance with clause 10.1(a);
 - (ii) grants the Enrolling Institution the right to grant the licence under clause 10.2(c);
 - (iii) provides a copy of any Student Work to the PO Partner for review by the Management Committee; and
 - (iv) observes the confidentiality requirements set out in this Agreement and which apply to the relevant LEIFS Project.
- (d) The Student and the Enrolling Institution may give the Student Work to external supervisors and examiners for the purposes of assessment (only) and, if so, the Enrolling Institution must arrange for a supervisor or examiner to enter into an agreement to protect any Confidential Information.
- (e) A copy of the Student Work:
 - (i) must be provided to the Management Committee for review no less than 30 days prior to submission; and
 - (ii) will be deposited in the Enrolling Institution's library, subject to:
 - (A) complying with the GRDC Attribution Model and any reasonable conditions on publication notified by the Management Committee to the Enrolling Institution within 30 days of submission to the Management Committee; and
 - (B) a request by the Management Committee to keep the Student Work confidential for a period of up to five years (subject to annual review by the Management Committee) on the basis that the Student Work may:
 - (1) disclose a Party's Confidential Information or any Background Material or Third Party Material;
 - (2) prejudice the future registration, value or Commercialisation of LEIFS Outputs; or
 - (3) prejudice the best interests of the Australian grains industry.

14. Commercialisation

- (a) GRDC will undertake Commercialisation and dissemination of LEIFS Outputs which are solely owned by GRDC at its discretion.
- (b) Subject to clause 14(a), any rights to Commercialise LEIFS Outputs will be subject to agreement with the Owner(s) and GRDC, on terms which, without limitation:
 - (i) recognise GRDC's Contributions and management of risks associated with the LEIFS Initiative;
 - (ii) require ongoing reporting to GRDC; and
 - (iii) are consistent with any applicable Use Restrictions, and the terms of any LEIFS Project Agreement under which the LEIFS Outputs were created.

15. Communication and acknowledgment

- (a) The PO Partner must prepare for review by the Management Committee for recommendation to GRDC a communications plan setting out procedures, which are consistent with the GRDC Attribution Model, for all public communications, announcements, presentations, media releases and publications relating to the LEIFS Initiative or any LEIFS Project, and any dissemination of any LEIFS Outputs (**Communication**).
- (b) The Communications Plan will be effective on and from GRDC approval, and may be updated from time to time subject to approval by GRDC. The Communications Plan and any updates will be notified to the Partners by the PO Partner.
- (c) GRDC may impose reasonable additional restrictions on Communications relating to a particular LEIFS Project on a case-by-case basis as detailed in the relevant LEIFS Project Agreement, which the PO Partner must ensure are recorded in the LEIFS Project IPPO Register and/or LEIFS Project Data Management Plan, as applicable.
- (d) In respect of any Communication, each Partner must comply with:
 - (i) during the Term, the Communications Plan;
 - (ii) the GRDC Attribution Model; and
 - (iii) any additional requirements under any LEIFS Project Agreement relating to the particular Communication.
- (e) Without limiting clause 15(d) and subject to clause 13, no Party may publish or otherwise publicly disclose any:

- (i) LEIFS Data, without the prior approval of GRDC and each Owner of the LEIFS Data;
- (ii) any other LEIFS Outputs, without the prior approval of GRDC and each Owner of the LEIFS Outputs, where that publication may:
 - (A) prejudice the future registration, value or Commercialisation of any LEIFS Outputs; or
 - (B) prejudice the best interests of the Australian grains industry;
- (iii) Confidential Information, without the prior approval of the Discloser; or
- (iv) Background Material or Third Party Material, without the prior approval of the contributing Party.

16. Term and termination

16.1 Term

This Agreement commences on the Effective Date and continues for a period of five years, unless terminated earlier in accordance with this clause 16 (**Term**).

16.2 Termination by GRDC

- (a) If, in the reasonable opinion of GRDC:
 - (i) the LEIFS Initiative is unlikely to achieve the LEIFS Purpose;
 - (ii) there has been any failure in compliance with the Governance Framework, including that:
 - (A) an updated Annual Operating Plan; or
 - (B) an Executive Report,

has not been provided to GRDC in a form reasonably acceptable to GRDC within 30 days of the date on which the relevant document was due for submission to GRDC;
 - (iii) GRDC's finances do not enable it to continue to fund the LEIFS Initiative whilst maintaining a prudent level of reserves;
 - (iv) GRDC's Cash Contributions cease to be consistent with GRDC's statutory functions and powers, GRDC's Annual Operational Plan, GRDC's Research, Development and Extension Plan, and GRDC's statutory funding agreement, as applicable;

- (v) the LEIFS Initiative is not, or has ceased to be, relevant to the objectives or functions of GRDC or otherwise ceases to be of value to the Australian grains industry;
- (vi) the LEIFS KPIs in respect of a particular time period have not been achieved in that time period; or
- (vii) it would be in the best interests of the Australian grains industry for GRDC to cease to fund the LEIFS Initiative so as to enable GRDC to fund one or more alternative projects or initiatives that may, in the opinion of GRDC, be of greater benefit to the industry,

GRDC will notify the Partners of its opinion (**GRDC Concern**).

- (b) Following receipt of a notice of GRDC Concern pursuant to clause 16.2(a), the Parties agree to enter into discussions in good faith and to use their best endeavours to determine whether it is possible to resolve the GRDC Concern.
- (c) If the Parties are unable to resolve GRDC Concern pursuant to clause 16.2(b) to GRDC's reasonable satisfaction within 30 days of GRDC's notice of the GRDC Concern being provided to Partners, GRDC may terminate this Agreement by three months' written notice to the Partners.

16.3 Termination in respect of a Partner

GRDC may terminate the involvement of a Partner in this Agreement, and remove that Partner as a Party to this Agreement, immediately by written notice to the Partner if:

- (a) the Partner is in breach of this Agreement and the breach is:
 - (i) a material breach which is unable to be remedied; or
 - (ii) not remedied by the Partner within 14 days of receiving notice from GRDC requiring it to rectify the breach;
- (b) the Partner has committed any serious breach, or repeated breaches, of any LEIFS Project Agreement to which it is a party;
- (c) the Partner is not a party to any then-current LEIFS Project Agreement; or
- (d) the Management Committee determines that the Partner should cease to be a Partner, and after notifying the Partner of that determination and the reasons for it, and consulting with the Partner with a view to addressing those reasons, recommends to GRDC that the Partner's involvement be terminated.

16.4 Withdrawal by a Partner

- (a) A Partner may withdraw from and terminate its involvement in this Agreement, and will cease to be a Party to this Agreement:

- (i) immediately by written notice to the other Parties if another Party is in breach of this Agreement and the breach is:
 - (A) a material breach which is unable to be remedied; or
 - (B) not remedied by the other Party within 14 days of receiving notice from the Partner to rectify the breach; or
- (ii) by three months' prior written notice to the other Parties if the Partner is not a party to any then-current LEIFS Project Agreement.

16.5 Consequences of termination

- (a) On termination or expiry of this Agreement:
 - (i) all then-current LEIFS Projects immediately terminate;
 - (ii) subject to any continuing rights and statutory record keeping obligations, each Party will return to each other Party all of that other Party's Confidential Information, Background Material and any Third Party Material made available by that other Party;
 - (iii) the PO Partner must promptly provide a current, complete copy of the LEIFS IPPO Register and the LEIFS Data Management Plan in accordance with the requirements in clauses 4.5 and 4.6 to the Parties ;
 - (iv) no Party is relieved of its accrued rights or obligations under this Agreement; and
 - (v) the provisions of clauses 1, 6.3, 7, 8, 10, 12(a), 13(b), 14(b), 15(d), 15(e), 16.4, 17, 18, 19.8 and 19.9 any other term which, by its nature, is intended to survive expiry or termination of the Agreement will survive and continue in full effect.
- (b) In the event of the early termination of one Partner's involvement in this Agreement and that Partner ceasing to be a Party to this Agreement:
 - (i) any LEIFS Project Agreements in respect of which the Partner is a Delivery Partner will terminate;
 - (ii) subject to any continuing rights and statutory record keeping obligations, each other Party will return to that Partner all of the Partner's, and the Partner will return to each other Party all of the other Parties', Confidential Information, Background Material and any Third Party Material made available by the relevant Party;
 - (iii) the Management Committee will recommend to GRDC any steps to be undertaken by the Parties in order to continue or wind down any affected LEIFS Projects;
 - (iv) GRDC may approve the steps recommended by Management Committee, or require other steps to be taken in order to continue or

wind down any affected LEIFS Projects, and the Parties will take such steps;

- (v) the licences granted by the Partner to the other Parties under this Agreement or any LEIFS Project Agreement continue in accordance with the relevant agreement;
- (vi) the Partner remains bound by the clauses specified in clause 16.5(a)(v); and
- (vii) where such early termination arises due to the Partner's breach of this Agreement or any one or more LEIFS Project Agreements, any rights or licences granted to the Partner to use any LEIFS Outputs (whether under this Agreement or otherwise) immediately terminate.

17. Disputes

17.1 Process

If a Party gives another Party notice of a dispute arising out of, or relating to, this Agreement, a dispute between those Parties will be deemed to have arisen (**Dispute**), and the parties to the Dispute must resolve the Dispute in accordance with the provisions of this clause 17. Compliance with the provisions of this clause 17 is a condition precedent to seeking relief in any court or tribunal in respect of the Dispute.

17.2 Negotiations in good faith

The parties to the Dispute agree to negotiate in good faith and to use their best endeavours to resolve the Dispute.

17.3 Reference to management

If the Dispute is not resolved within 30 days of the receipt of the notice referred to in clause 17.1, the Dispute must be immediately referred in the first instance to the Managing PO Partner of GRDC and the relevant Deputy Vice-Chancellor and/or the Chief Executive Officer (or equivalent) (as applicable) of the other party or parties to the Dispute, or their nominees, for the purposes of negotiating a resolution to the Dispute.

17.4 Assistance of third party mediator

- (a) If the Dispute is not resolved within 30 days of the commencement of the process of negotiation referred to in clause 17.3, the parties to the Dispute agree to then co-operate in seeking the assistance of a third party mediator conversant with the issues concerned to assist in resolving the Dispute.
- (b) If the parties to the Dispute cannot agree on a third party mediator within seven days, those parties agree that the Dispute must be immediately referred to the Australian Dispute Centre (**ADC**) for mediation.

- (c) The parties to the Dispute will share the costs of any mediator equally.

17.5 Courts

- (a) If the Dispute has not been resolved within 60 days of referral to a third party mediator or the ADC in accordance with clause 17.4, any party to the Dispute is entitled to commence proceedings in a court of appropriate jurisdiction.
- (b) Nothing in this clause 17 will prevent a Party from seeking interlocutory relief through courts of appropriate jurisdiction.

18. Notices

18.1 Writing

All notices given under this Agreement must be in writing, must be signed by the Party giving the notice and must be delivered, sent by pre-paid post or transmitted by Electronic Communication to the relevant other Party or Parties.

18.2 Address

All notices to be given to a Party under this Agreement may be sent to the address of that Party set out in Schedule 1, or such other address as may be advised by that Party in writing from time to time.

18.3 Receipt of notice

A notice given in accordance with this clause 18 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, five (5) business days after the date of posting; or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth),

but any notice that would be deemed to have been received on a non-business day, will instead be deemed received on the next business day. For the purpose of this clause 18, reference to a 'business day' means Monday to Friday (excluding public holidays) in the place where the recipient of the notice resides as determined by the address of that Party specified under clause 18.2.

19. General

19.1 Further assurances

Each Party must do all things necessary or desirable to give effect to the provisions of this Agreement including by signing all documents and performing all acts, and procuring its Personnel to do the same.

19.2 Assignment

Except as otherwise expressly specified in this Agreement, no Party may assign, novate, charge, transfer, encumber or otherwise deal with its rights under this Agreement without the prior written consent of any other Party.

19.3 Relationship

This Agreement does not create any partnership, agency or trust relationship or confer on any Party the authority to bind any other Party in any way.

19.4 Costs

Each Party must pay its own legal and other costs in connection with the negotiation, preparation and signing of this Agreement.

19.5 Not employees of other Parties

No employees of one Party will, by reason of this Agreement, be considered to be in the service or employ of, or to be the partner or agent of, the other Party.

19.6 Waiver

The non-exercise of or delay in exercising any power or right conferred on a Party by this Agreement does not operate as a waiver of that power or right.

19.7 Amendment

Except as expressly provided for in this Agreement, a term of this Agreement may not be varied except in writing and signed by the Parties.

19.8 Severance

If a provision in this Agreement is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this Agreement for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this Agreement.

19.9 **Governing law and jurisdiction**

This Agreement is governed by the laws in force in the Australian Capital Territory and the Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

19.10 **Entire agreement**

This Agreement, together with each LEIFS Project Agreement (as applicable to the parties to it), constitutes the entire agreement between the Parties, and supersedes any and all prior agreements, as to its subject matter.

19.11 **Counterparts**

This Agreement may consist of a number of copies, each signed by one or more Parties to the Agreement. If so, each signed copy is deemed an original and all signed copies together constitute one document. Executed counterparts of this Agreement may be exchanged by email or other means of electronic communication (as that term is defined in the *Electronic Transactions Act 1999* (Cth)).

19.12 **Remedies cumulative**

The rights, powers and remedies provided to a Party under this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by Law or equity.

19.13 **Several obligations**

The obligations and liabilities of the Parties under this Agreement are several and not joint or joint and several.

Schedule 1 Party Details

GRDC	Address for Notices
Grains Research and Development Corporation ABN 55 611 223 291 Level 4, East Building, 4 National Circuit, Barton, ACT 2600	Grains Research and Development Corporation PO Box 5367 Kingston, ACT, 2604 Australia northern@grdc.com.au Attention: Genavieve Jurd

Partner	Address for Notices
[PO Partner]	
[DA Partner]	
[CGV Partner]	
[SA]	
[NSW]	
[WA]	

Schedule 2 Contributions

Partner	2024/25		2025/26		2026/27		2027/28		2028/29	
Funding Period	NA	1	1	2	1	2	1	2	1	2
GRDC										
Cash										
Direct In-kind										
Indirect In-kind										
[Core Contributor 1]										
Cash										
Direct In-kind										
Indirect In-kind										
[Core Contributor 2]										
Cash										
Direct In-kind										

Partner	2024/25		2025/26		2026/27		2027/28		2028/29	
Funding Period	NA	1	1	2	1	2	1	2	1	2
Indirect In-kind										
[Core Contributor 3]										
Cash										
Direct In-kind										
Indirect In-kind										

Schedule 3 Programs

1. LEIFS Program Office

1.1 Description

The Program Office will oversee consistent data governance and stewardship, as well as monitor and evaluate the impact of LEIFS. It will also facilitate connectivity and knowledge exchange between programs: Capturing Grower Value, National Data Analytics and Insights, Accessible GHG Monitoring, and Action Research Networks. This ensures that activities contribute to purpose-driven outcomes.

In collaboration with the Management Committee, the Program Office partner will develop a data governance framework, including minimum datasets and their standards and specifications for each program. This framework emphasises data security and lifecycle considerations, producing trusted and interoperable data sources beyond the lifespan of LEIFS. Collating and curating a measurement catalogue will enable a distributed data model, fostering data sharing among partners.

The Program Office partner will ensure that insights from various programs inform purpose-driven outcomes, enabling accessible GHG monitoring and accounting. Additionally, the Program Office will establish and coordinate a communication plan, as well as a monitoring, evaluation and learning (MEL) framework. These plans will include metrics suited to both participatory and traditional research outcomes. Approaches will be developed to assess the adoption of existing and emerging sustainability practices, both *ex-ante* and measured, as well as reductions in GHG emissions intensity, to support the adoption of low emissions intensity farming systems.

1.2 Outcome

LEIFS Initiative: By 2030, 80% of on-farm grain production is actively benchmarked in enterprise GHG accounts for improved business performance and market access. Growers and advisers will have confidence to engage in available GHG market and credentialing opportunities and will understand data requirements and risks in making informed entry decisions.

Program Office: National leadership and program coordination, ensuring successful delivery and efficiency using common resources, including, but not limited to, data governance and stewardship plan, monitoring and reporting.

1.3 Outputs

Output 1: LEIFS Terms of reference. By January 2025, agree on the Terms of Reference for the Program Office, including its required constituents and operating procedures.

Output 2: Partnership principles. By February 2025, collaborate with LEIFS program partners to establish and agree on collaborating teams and partnership principles, define common goals and boundaries, and ensure transparency of workplans and timelines. Facilitate connections to relevant aligned GHG mitigation initiatives.

Output 3: Data and ethics agreements. By March 2025, establish minimum data requirements and stewardship, create an intellectual property (IP) registry, and define ethics and privacy approaches with the goal of enhancing program consistency and efficiency where appropriate.

Output 4: Monitoring, evaluation and learning and communication, engagement and marketing plan. By April 2025, develop (i) a MEL framework to capture and report LEIFS Initiative impact, including standardised elements for annual reporting requirements, and (ii) develop and coordinate a whole of LEIFS Initiative communication, engagement and marketing plan, including all program strategies, program branding for low emissions agriculture, a communications log and pathways for internal and external knowledge exchange.

Output 5: LEIFS measurement catalogue and lexicon. By May 2025, create a measurement catalogue and lexicon, co-designed with partners, for curating technologies, indicators and metrics, as well as technical terms used in monitoring, managing, verifying and reporting emissions intensity across scales (paddock, enterprise, region) within the grains sector.

Output 6: LEIFS reporting and directional review. By September 2025 (and annually thereafter), coordinate and provide an annual report that incorporates the MEL framework, reviews the consistency and efficiency of data collection, influences incentive schemes, informs policy and engages in cross program activities. The Program Office oversees continued development of new opportunities and partnerships.

Output 7: Discussion forum. By December 2025 (and annually thereafter), coordinate a discussion forum with internal and external stakeholders to identify and discuss key developments and opportunities in research, development, extension and adoption (RDE&A) for enabling low emissions intensity farming systems in Australian grain production.

2. Capturing Grower Value

2.1 Description

The Capturing Grower Value program aims to catalogue GHG credential schemes and identify the most profitable GHG market opportunities to accelerate benefits for Australian grain growers. It involves engaging with corporate farms and the ag-tech sector to demonstrate the benefits of GHG accounting and practice change, establishing guidelines and standards for integrating tools and analytics, and conducting activities to incentivise and overcome barriers. These activities will enable growers to make informed decisions regarding different value capture pathways. The program will leverage insights from on-farm case studies, supply chain, market influences and service providers, necessitating collaboration across the GHG service industry.

2.2 Outcome

LEIFS Initiative: By 2030, 80% of on-farm grain production is actively benchmarked in enterprise GHG accounts for improved business performance and market access. Growers and advisers will have confidence to engage in available GHG market and credentialing opportunities and will understand data requirements and risks in making informed entry decisions.

Capturing Grower Value: Based on collaboration and co-learning in developing tools and resources, growers are enabled to identify and evaluate pathways for deriving value from

monitoring, managing and reporting GHG accounts. This process requires understanding of the socio-ecological barriers and drivers for implementing change in practices.

2.3 Outputs

Output 1: Credentials, standards and metrics for grains Industry. By May 2025, develop a grower accessible catalogue (to be updated biennially) of enterprise performance and emissions schemes, standards and metrics suitable for grain enterprises. This catalogue should align with on-farm measurement and monitoring requirements.

Output 2: Review of scientific literature. By May 2025, review associated literature to identify opportunities that support benchmark integrity, or significant gaps where efforts should be focused to improve the scientific evidence base.

Output 3: Pathways to low emissions. In collaboration with Action Research Networks and research teams, produce draft recommendations and standards for cost-effective market integration of GHG data collection and reporting across the entire value chain by June 2025. Review these recommendations by March 2028 and finalise them by May 2028, with publication in a format suitable for target audiences.

Output 4: Case-study narratives. By June 2025 and again by September 2025, develop and communicate a minimum of six case studies across LEIFS, industry, finance and government. These case studies should capture behaviours, attitudes and barriers towards emissions monitoring, management and reporting, with a focus on influencing incentives and policy.

Output 5: Value from emissions monitoring. By September 2025, develop a manual for grain growers outlining the 'key steps' in assessing opportunities, risks and dependencies associated with emissions reduction credentials and schemes. Update the manual by September 2026 and again by June 2028.

3. National Data Analytics and Insights

3.1 Description

The National Data Analytics and Insights program focuses on centralising the coordination of consistent data analysis methods to gain valuable insights at both regional and national levels. Its objective is to understand key metrics such as productivity, carbon sequestration, GHG inventories and product emissions intensity across various grain farming systems, including both existing and emerging low emission practices. By assuming a leadership role in data analytics and insights on a national scale, the initiative aims to agree to a trusted and interoperable data source, accompanied by a comprehensive measurement catalogue. This will facilitate the development of a shared data model and foster connections with other essential databases and metrics, such as ZNE Ag CRC. Ultimately, this approach aims to support new analytic tools that are easily accessible to extension services and other industry providers.

3.2 Outcome

LEIFS: By 2030, 80% of on-farm grain production is actively benchmarked in enterprise GHG accounts for improved business performance and market access. Growers and advisers will

have confidence to engage in available GHG market and credentialling opportunities and will understand data requirements and risks in making informed entry decisions.

National Data Analytics and Insights: Grain growers, researchers, State governments and GHG service providers can access reliable and consistent GHG emissions benchmarks and cost benefit assessments they can trust.

3.3 Outputs

Output 1: Regional gap analysis and priority needs. By June 2025, develop an agreed national action plan addressing regional gaps in verification data required to improve emissions response functions and marginal abatement cost curves associated with existing and emerging on-farm practices. Include proposed activities to be conducted on research farms.

Output 2: Towards a trusted approach. By June 2025, propose a strategy to improve coordination, consistency and harmonisation. This strategy should be based on cataloguing and assessing the maturity of existing data infrastructure, protocols, interoperability, data availability and needs across partners and the wider GHG service industry. After implementing the strategy, report metrics biennially.

Output 3: Service industry guidelines and standards. By June 2025, propose a strategy to enhance consistency and trust in service offerings tailored to industry challenges and needs. This strategy should include data standards, interoperability and pathways for rapid adoption, along with improved alignment of research and business models. After implementing the strategy, report metrics biennially.

Output 4: Scenario modelling and improvement. By June 2025, develop a draft report mapping national emissions reduction opportunities or risks through scenario analysis. This report will be finalised by March 2027.

4. Accessible GHG monitoring

4.1 Description

The Accessible Greenhouse Gas Monitoring program will evaluate regional benchmarks and opportunities for reducing emissions, conduct cost-benefit analyses of practices, and develop marginal abatement cost curves using science-based evidence of low emissions intensity practices. It will identify improvements by comparing existing and emerging GHG emissions tools and management practices to guide accessible on-farm monitoring and accounting.

4.2 Outcome

LEIFS Initiative: By 2030, 80% of on-farm grain production is actively benchmarked in enterprise GHG accounts for improved business performance and market access. Growers and advisers will have confidence to engage in available GHG market and credentialling opportunities and will understand data requirements and risks in making informed entry decisions.

Accessible GHG Monitoring: Grain growers have access to robust and trusted regional evidence of on-farm emissions associated with enterprise and management practices, thus enabling them to assess the benefits and trade-offs for their own farming enterprise.

4.3 Outputs

Output 1: Monitoring guidelines. By June 2025, provide the Program Office with a staged plan for delivering communication resources, such as fact sheets and manuals, to guide on-farm monitoring. Ensure that ongoing communication outputs align existing and emerging technologies with market requirements and minimum standards.

Output 2: Regional scenario models and economic outcomes. By June 2025 (and updated biennially), generate standardised regional scenario models suitable for agro-ecological zones and grower priorities. Report production benefits and trade-offs, conduct cost-benefit analysis and develop marginal abatement cost curves in a format suitable for target audiences.

Output 3: Low emissions manual. By September 2025 (and updated biennially), create a grower accessible manual that serves as a 'how-to-guide' in monitoring, managing and reporting emissions. Incorporate industry intelligence and market schemes.

5. Action Research Networks

5.1 Description

The Action Research Networks (ARN) focus on grower-facing participatory action research to address farm-scale challenges in monitoring, managing and reporting GHG emissions. It aims to support demonstration farms to demonstrate both strategic and tactical approaches for the long term.

This program includes activities designed to enhance the monitoring and management of GHG accounts within grain farming enterprises. Specifically, ARN will:

- Inform participating landholders, from family to corporate farms, about the GHG intensity of their current operations and how management practices may help mitigate emissions.
- Update an existing nationally standardised inventory and database that captures representative enterprise GHG accounts and emissions intensity estimates.
- Demonstrate and evaluate on-farm monitoring technologies aimed at optimising management decisions and efficiently capturing data suitable for populating GHG accounts at both enterprise and/or paddock scales.
- Demonstrate and monitor the impact of emissions reduction practices on farms using a practical approach.
- Evaluate the impact of management practices on GHG emissions intensity, improving understanding of the benefits and trade-offs between productivity, profitability, carbon sequestration and GHG emissions.

5.2 Outcome

LEIFS Initiative: By 2030, 80% of on-farm grain production is actively benchmarked in enterprise GHG accounts for improved business performance and market access. Growers and advisers will have confidence to engage in available GHG market and credentialling opportunities and will understand data requirements and risks in making informed entry decisions.

Action Research Network: Ensure grain growers are confident in monitoring and managing GHG accounts, enabling them to make informed decisions based on metrics related to productivity, profitability, carbon sequestration and GHG emissions intensity. Baseline activities for grain growers will be supported by regionally relevant evidence of emissions credentialling and peer learning networks.

5.3 Outputs

Output 1: Guiding principles of LEIFS. By January 2025 (and annually thereafter), to establish guiding principles and a framework for growers and advisors to adopt practices for reduced emissions intensity. This will facilitate early engagement discussions and state-based expressions of interest processes.

Output 2: Regional partner and grower engagement plans. By January 2025, provide a report to the Management Committee outlining proposed engagement and/or leverage with various stakeholder groups, pilots and programs. This report should also include planned communication resources and demonstration activities aimed at enhancing awareness of enterprise emissions accounting, targeted emissions reduction planning, and grower commitment to actions to monitor, reduce and report emissions intensity of grain products.

Output 3: Regional knowledge hubs and peer networks. By June 2025 (reviewed annually), establish regional knowledge hubs, peer networks and activity plans, including standardised elements for annual reporting requirements to the Management Committee.

Output 4: Active on-farm demonstration and MEL reporting. By April 2026 (and annually thereafter), provide the Management Committee with a report on regional tiered demonstration activities. Additionally, report on regional events showcasing grower experiences in overcoming challenges in emissions monitoring, management and reporting, as well as the measured engagement across regional networks and the ongoing leverage of broader programs.

Output 5: Regional communication material. By June 2025 (and annually thereafter), publish communication materials that ensure national consistency through guiding principles. These materials should integrate regional context and learnings from regional ARN activities and case studies.

Output 6: Coordinate and manage contractual obligations. Coordinate and manage contractual obligations with participating farming systems groups, family and corporate farms and their value chain supporters. This will facilitate the co-design and delivery of a balanced representative program, including participatory action research, reflective learning workshops and co-production of extension materials.

Output 7: Facilitate landholder participation. By September 2025, facilitate agreement from landholders to actively participate in generating farm-scale evidence of key metrics for profitability, productivity, carbon sequestration and GHG emissions for their enterprises. Agreed minimum datasets must be collected under appropriate ethics and privacy agreements.

Additionally, oversee the regional collation, curation and delivery of minimum data to the LEIFS database, where it will be de-identified and securely curated.

Signing page

Executed as an agreement

Executed for and on behalf of **Grains
Research and Development Corporation**
ABN 55 611 223 291 by its representative in
the presence of:

Signature of witness

Signature of representative

Full name of witness (print)

Full name of representative (print)

Address of witness (print)

Date

Signed for and on behalf of
Partner 1

By its duly authorised representative* in the
presence of:

Signature of witness

Signature of authorised representative*

Name of witness (print)

Name of authorised representative* (print)

Title of witness (print)

Title of authorised representative* (print)

Signed for and on behalf of
Partner 2

By its duly authorised representative* in the presence of:

Signature of witness

Signature of authorised representative*

Name of witness (print)

Name of authorised representative* (print)

Title of witness (print)

Title of authorised representative* (print)

Signed for and on behalf of
Partner 3

By its duly authorised representative* in the presence of:

Signature of witness

Signature of authorised representative*

Name of witness (print)

Name of authorised representative* (print)

Title of witness (print)

Title of authorised representative* (print)

Signed for and on behalf of

Partner 4

By its duly authorised representative* in the presence of:

Signature of witness

Signature of authorised representative*

Name of witness (print)

Name of authorised representative* (print)

Title of witness (print)

Title of authorised representative* (print)

Signed for and on behalf of

Partner 5

By its duly authorised representative* in the presence of:

Signature of witness

Signature of authorised representative*

Name of witness (print)

Name of authorised representative* (print)

Title of witness (print)

Title of authorised representative* (print)

Annexure A Initial Governance Framework

1. Overview

The LEIFS Initiative aims to demonstrate farm-scale benefits of monitoring, managing, and reporting GHG accounts, provide practical options to lower emissions intensity, improve production efficiency, and capture value, and generate robust data and knowledge to inform policy and industry development. The LEIFS Initiative represents a GRDC investment of \$20m with expected co-investment of circa \$20m that involves the State government agencies NSW DPIRD, SARDI and WA DPIRD. The LEIFS Initiative comprises of five inter-connected Programs: (i) Program Office, (ii) Capturing Grower Value, (iii) Accessible GHG Monitoring, (iv) National Data Analytics and Insight, and (v) Action Research Networks.

2. LEIFS KPIs

The percentage of on-farm grain production that is benchmarked in enterprise GHG accounts by 2030.

The number and type of GHG market and credentialling opportunities that growers and advisers participate in by 2030.

The level of confidence and understanding of growers and advisers on data requirements and risks for GHG market and credentialling entry.

The impact of GHG benchmarking and credentialling on business performance and market access for grain producers by 2030.

3. Annual Operating Plan

The LEIFS Initiative will be conducted in accordance with a rolling annual operating plan approved by GRDC which sets out detailed milestones, deliverables and budgets for the LEIFS Initiative, and at a minimum contains the following in respect of the forthcoming 12 months:

- (a) plain English summary of each current and proposed LEIFS Project;
- (b) plain English summary of each Program's objectives;
- (c) summary of planned LEIFS Workshops;
- (d) proposed budget accounting for LEIFS Projects and LEIFS Workshops, and unallocated contingency funds;
- (e) the LEIFS IPPO Register and LEIFS Data Management Plan (annexed as standalone documents); and

- (f) any other matters as determined by the Management Committee or required by GRDC from time to time.

4. Management Committee

Management Committee Operating Provisions	
Purpose	To oversee the operation of the LEIFS Initiative, including LEIFS Projects.
Representatives	<ul style="list-style-type: none"> • GRDC Investment Manager (or their nominee). • One representative of each Partner (or their nominee). • Each Project Lead (as specified in each LEIFS Project Agreement) (or their nominee) as a representative of the Lead Delivery Partner for each LEIFS Project.
Responsibilities	<p>The Management Committee has the following responsibilities:</p> <ul style="list-style-type: none"> • oversee: <ul style="list-style-type: none"> ○ LEIFS Initiative and Program delivery in accordance with the LEIFS Overview and the Annual Operating Plan; ○ LEIFS Project delivery in accordance with the relevant LEIFS Project Agreement and this Agreement; and ○ communications and branding relating to the LEIFS Initiative; • review and submit for GRDC approval no less than once in each period of three months during the Term an updated Annual Operating Plan as prepared by the PO Partner; • consider LEIFS Project proposals and make recommendations to GRDC which are consistent with the LEIFS Overview and Annual Operating Plan; • review LEIFS Project performance and make recommendations regarding performance management and variations to GRDC; • monitor research quality and performance by all entities and personnel involved in the LEIFS Initiative; • review any actual or suspected noncompliance with the Code in connection with the LEIFS Initiative or any of its Personnel as notified to it and make a recommendation for handling such noncompliance to GRDC; • review and, if appropriate, recommend Reports for approval by GRDC; • subject to the Communications Plan, review and, if appropriate, recommend Communications for approval by GRDC;

Management Committee Operating Provisions	
	<ul style="list-style-type: none"> • consider and make recommendations to GRDC in respect of any item that requires GRDC approval under the Agreement; • make recommendations as to potential Commercialisation of LEIFS Outputs; • make recommendations as to reinvestment of any GRDC Cash Contributions returned to GRDC in accordance with this Agreement; • assess completion of LEIFS Projects Milestones (including delivery of relevant deliverables) and make recommendations to GRDC as to acceptance; • monitor achievement against LEIFS KPIs; • oversee the LEIFS Initiative’s engagement with stakeholders; • review and, subject to unanimous agreement of the Management Committee and GRDC approval, amend the Governance Framework; • determine the location or other means of delivery of LEIFS Workshops; • regularly report to GRDC in respect of all matters required to be considered, reviewed or overseen by the Management Committee; • consider and make recommendations to GRDC on any other matters referred to it by the PO Partner or GRDC Investment Manager from time to time; and • otherwise undertake such responsibilities as specified in this Agreement or directed by GRDC.
Standard Operating Procedures	<ul style="list-style-type: none"> • Management Committee meetings will be held as necessary to undertake its Purpose and will be a minimum of twice per year during the Term. • Management Committee meetings must have a quorum of at least one representative of each represented Party. • The Management Committee will agree on the agenda, timing, and format of each meeting prior to the meeting. • The Management Committee will be chaired by the GRDC representative. • Decision-making at Management Committee meetings will seek to be <i>via</i> consensus, but votes will be taken as necessary. Where applicable, decisions will be made by majority vote of those entitled to vote on the decision, where that majority must include the GRDC representatives. Each representative has one vote and may appoint a proxy in writing. • The Management Committee may refer issues to the GRDC Authorised Delegate for decision.

Management Committee Operating Provisions	
	<ul style="list-style-type: none"> • The Management Committee may be consulted regarding other matters within the full scope of the relationships between one or more represented Parties. • The PO Partner will: <ul style="list-style-type: none"> ○ provide secretarial support for meetings; ○ provide notices and Management Committee agenda at least two weeks prior to a meeting unless Management Committee representatives have agreed to a shorter notice period; and ○ circulate minutes of all Management Committee meetings for approval of all Management Committee representatives present within two weeks of each meeting.

5. LEIFS Workshops

- (a) Partners will collaborate and attend meetings to share plans, learnings, challenges, and opportunities from Programs (**LEIFS Workshops**).
- (b) At each LEFIS Workshop, the Partners will collectively co-design and deliver:
 - (i) a minimum ARN dataset based on accessible monitoring approaches, and suitable co-variables (e.g. climate, soil type, topography) for each type of target activity, that support the LEIFS Purpose;
 - (ii) an enterprise practice and values questionnaire, including agreement to comply with ethics requirements;
 - (iii) action learning frameworks that seek to uncover and overcome on-farm issues and systems level trade-offs, assessing the practical importance of these issues, and leverage farmer-based problems solving to minimise negative impacts; and
 - (iv) a communication strategy and principles, including capturing reflective learning on knowledge building and uptake of GHG emissions monitoring, management, and benchmarking processes.
- (c) LEIFS Workshops will be held in person no less than twice in each period of 12 months during the Term at a location to be determined by the Management Committee. Additional LEIFS Workshops may be held by virtual means as determined by the Management Committee.

6. Program Office

The Program Office is the main point of contact for Parties in respect of the LEIFS Initiative. All communications (including provision of Reports) between Parties in relation to the LEIFS Initiative are intended to be facilitated through the PO Partner, as follows:

- (a) each Partner must direct communications for the Management Committee or GRDC to the PO Partner, which will receive (and, if appropriate, consolidate and/or review) and forward them accordingly;
- (b) the Management Committee will direct communications for Partners or GRDC to the PO Partner, which will receive and forward them accordingly;
- (c) GRDC will direct communications for the Management Committee or Partners to the PO Partner, which will receive and forward them accordingly, however GRDC reserves the right to communicate directly with Partners; and
- (d) any communications between Partners (other than communications between Delivery Partners on a LEIFS Project) must be copied to the PO Partner which will forward them to the Management Committee and/or GRDC as appropriate.

7. Reporting

7.1 Reports

Report	Subject matter required to be included in Report
Executive Reports	<p>In respect of the period since the last Executive Report and with reference to the then-current Annual Operating Plan:</p> <ul style="list-style-type: none">(a) Reconcile actual Contributions with scheduled Contributions and any other matters relating to Contributions generally;(b) The total value, receipt and expenditure of Contributions of or by each Partner;(c) Any Contributions not delivered in accordance with the current Annual Operating Plan;(d) Actual distribution of funds across Programs;(e) Updated LEIFS IPPO Register and LEIFS Data Management Plan;(f) Overview of the LEIFS Initiative performance against LEIFS KPIs;(g) LEIFS Project and Program performance against objectives set in the relevant Annual Operating Plan, highlighting any challenges, reporting LEIFS Project Milestones and

Report	Subject matter required to be included in Report
	<p>Program objectives not delivered as planned, and proposing remedies;</p> <p>(h) Progress and outcomes of planned and ongoing business development and commercial partnering activities and details of any new opportunities identified by the PO Partner;</p> <p>(i) Progress and outcomes of the LEIFS Initiative Programs; and</p> <p>(j) Any other updates or information required by the Management Committee from time to time.</p>
LEIFS Project Milestone Reports	<p>For each LEIFS Project, in respect of each LEIFS Project Milestone, on the date for delivery of the relevant LEIFS Project Milestone:</p> <p>(a) Confirmation of completion of the LEIFS Project Milestone (including delivery of all relevant deliverables) in accordance with the LEIFS Project Agreement;</p> <p>(b) Demonstration of how the LEIFS Project Milestone has been met;</p> <p>(c) Confirmation of LEIFS Project progress for the period covered by the Report;</p> <p>(d) All LEIFS Outputs arising in connection with the LEIFS Project during the period covered by the Report;</p> <p>(e) Contributions used or expended in connection with the LEIFS Project during the period covered by the Report;</p> <p>(f) Status of completion of future LEIFS Project Milestones and any risks of delay or variations that may be required to the LEIFS Project Agreement; and</p> <p>(g) Any other information required by the PO Partner from time to time.</p>
Any other reports required by the Management Committee from time to time	Any information required by the Management Committee from time to time.

7.2 Report preparation, approval and timing

For each Report submitted to the Management Committee for review:

- The Partner responsible for preparing the Report as specified in the table below must submit a draft Report to the PO Partner for forwarding to the Management Committee no less than 15 days prior to the due date specified in the table below.
- The Management Committee will review and provide advice to the Partner via the PO Partner by no later than 7 days prior to the due date.

- The Partner must take into account the advice of the Management Committee in preparing the final Report for submission to the PO Partner for forwarding to the Management Committee.
- All supporting documents for any Executive Report requested from a Delivery Partner by the PO Partner must be provided to the PO Partner by the Delivery Partner no later than 30 days prior to the due date for the relevant Executive Report.
- If a Report submitted by a Partner is not approved by GRDC, the Partner must revise and resubmit the Report in accordance with the above process.

Report	Prepared by	Due date
Executive Reports	PO Partner	31 March and 30 September in each Year.
LEIFS Project Milestone Reports	The Lead Delivery Partner for that LEIFS Project	As required under the relevant LEIFS Project Agreement.
Any other reports	As required by the Management Committee	As required by the Management Committee.

Annexure B Deed of Accession

Deed of Accession

Low Emissions Intensity Farming Scheme (LEIFS) Collaboration Agreement

BETWEEN:

Grains Research and Development Corporation (ABN 55 611 223 291) a body corporate incorporated under the Primary Industries Research and Development Act 1989 (Cth) of Level 4, East Building, 4 National Circuit, Barton, ACT 2600 (**GRDC**)

AND

Name of Organisation (ABN/ACN) of Address (**Acceding Party**)

1. Collaboration Agreement

In this deed, **Collaboration Agreement** means the 'Low Emissions Intensity Farming System (LEIFS) Collaboration Agreement' dated on or about [insert] between Grains Research and Development Corporation and [insert other Parties] as modified, or repealed and replaced, from time to time.

2. Definitions and interpretation

Clause 1 of the Collaboration Agreement:

- (a) defines terms used in this deed; and
- (b) sets out the rules of interpretation which apply to this deed.

3. Covenant

The Acceding Party covenants to be bound by and comply with the provisions of the Collaboration Agreement as a Partner on and from the date on which this deed is executed by the last party to execute it.

4. Address for notices

The Acceding Party's address for notices for the purposes of the Collaboration Agreement is as follows:

Name
Address
Email

Attention: Name, Position Title

5. Contribution

The Acceding Party agrees to make the following Contributions: [insert].

Executed as a deed

Executed for and on behalf of **Grains
Research and Development Corporation
ABN 55 611 223 291** by its representative in
the presence of:

Signature of witness

Signature of representative

Full name of witness (print)

Full name of representative (print)

Address of witness (print)

Date

Insert Signature Block as required for organisation structure

Annexure C LEIFS IPPO Register

Refer to individual Project Agreements.

Annexure D LEIFS Data Management Plan

Refer to individual Project Agreements.