



## PROJECT AGREEMENT – LEIFS INITIATIVE (LEIFS PROGRAM OFFICE)

REFERENCE: <CONTRACT CODE>

Grains Research and Development Corporation (GRDC)

<Full legal name of researcher>  
(Delivery Partner)

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# LEIFS Project Agreement

## PARTIES

GRAINS RESEARCH AND DEVELOPMENT CORPORATION ABN 55 611 223 291  
(GRDC)

AND

<FULL LEGAL NAME OF RESEARCHER> ACN/ABN <Researcher ACN/ABN>  
(Delivery Partner)

## RECITALS

- A. GRDC has agreed to provide its Contributions to the Delivery Partner and the Delivery Partner has agreed to provide its Contributions, in order for the Delivery Partner to carry out the LEIFS Project.
- B. The Delivery Partner has agreed to carry out the LEIFS Project in accordance with the terms and conditions in this Agreement.

## Operative provisions

### 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement:

**Accountant** means a person who is:

- (a) registered as an auditor under the *Corporations Act 2001*(Cth); or
- (b) a member of the Institute of Chartered Accountants in Australia or CPA Australia.

**Agreement** means this document including the Schedules and any annexures or attachments to it or incorporated by reference.

**Approved MTA** means a template material transfer agreement available from the GRDC website or otherwise approved by GRDC.

**Approved Sub-contractor** means a sub-contractor specified in Item 16 of Schedule 1 or approved by GRDC in accordance with clause 4.2.

**Approved Repository** means a secure data storage repository where data and metadata are managed and maintained in accordance with the Data Management Plan.

**Australian Grains Industry** means production in Australia of wheat, coarse grains, grain legumes and oil seeds, leviable under the *Primary Industries (Excise) Levies Act 1999* (Cth) as amended from time to time.

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

**Background Material** means Background Data, Background IP and Items owned and made available by a Party or another LEIFS Partner for the LEIFS Project.

**Beneficial Interest** means a Party's right to a share in the financial benefits of Commercialisation of LEIFS Project Outputs in accordance with the terms and conditions of this Agreement, as specified in Item 13 of Schedule 1, or if not so specified, in the same share as the Party's ownership of LEIFS Project Outputs in accordance with clause 9.3(a).

**Capital Item** means any real or personal property acquired by the Delivery Partner wholly or in part with GRDC Cash Contributions which costs in excess of \$7,500 (including land, buildings, improvements, yards, fencing, roads, irrigation facilities, plant and equipment) provided that where a number of substantially similar items are acquired at or near the same time (for example, laboratory equipment), it is the total cost of the group of items and not the unit cost which must be taken into consideration in determining whether the \$7,500 threshold has been reached.

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

**Code** means the [Australian Code for the Responsible Conduct of Research](#).

**Collaboration Agreement** means the LEIFS Collaboration Agreement entered into by GRDC, the Delivery Partner and other LEIFS Partners in respect of the LEIFS Initiative.

**Commencement Date** means the date specified in Item 6 of Schedule 1, or if no date is specified, the date on which this Agreement was signed by the last Party to sign it.

**Commercialise** means, in relation to the LEIFS Project Outputs:

- (a) to manufacture, sell, hire, publish or otherwise exploit the LEIFS Project Outputs for commercial gain;
- (b) if a product or process incorporates or is derived from the LEIFS Project Outputs, to manufacture, sell, hire or otherwise use the product or process for commercial gain;
- (c) if a service uses LEIFS Project 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.

**Commercialisation Party** means:

- (e) the Party (if any) identified in Item 17 of Schedule 1; or
- (f) if no Party is identified on the Commencement Date, the Party appointed by written agreement between the Owners,

as the Party to lead the Commercialisation of LEIFS Project Outputs on behalf of the Owners under clause 9.4.

**Completion Date** means the date for the completion of the LEIFS Project specified in Item 7 of Schedule 1.

**Confidential Information** means all information disclosed by or on behalf of one party (**Discloser**) to the other party (**Recipient**):

- (g) which is indicated in writing by the Discloser to be confidential; or
- (h) which might otherwise reasonably be regarded by the Discloser as confidential, including technical and commercial information and information the disclosure of which could prejudice the registration, exploitation or value of any Intellectual Property, but does not include information that:
  - (i) is in the public domain, or comes into the public domain, other than as a result of a breach of this Agreement;
  - (j) is rightfully known by the Recipient and is not subject to an obligation of confidentiality before the date of receipt; or
  - (k) has been independently developed or acquired by the Recipient.

**Contribution** means the:

- (l) Cash Contributions; and
- (m) In-kind Contributions,

of a Party or a third party to the LEIFS Project, as set out in Items 8-11 of Schedule 1 (and includes any cash value equivalent for In-kind Contributions agreed, but does not include Intellectual Property unless otherwise specified in Schedule 1).

**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 Management Plan** means the plan prepared in accordance with clause 9.2(a)(ii) as updated from time to time in accordance with this Agreement.

**Depreciation Rate** means, in relation to a Capital Item, the depreciation rate nominated by GRDC from time to time for items of that type (Australian Tax Office rate unless advised otherwise).

**Discovery** means a LEIFS Project Output that is likely to be sufficiently novel as to be eligible for patent protection or eligible for registration under the *Plant Breeders Rights Act 1994* (Cth) (as advised by a patent attorney), or that is otherwise likely to offer commercial value if Commercialised.

**Electronic Communication** has the same meaning as in the *Electronic Transactions Act 1999* (Cth).

**Financial Year** means the period commencing on 1 July in each calendar year and finishing on 30 June in the next calendar year.

**Force Majeure Event** means a circumstance beyond the reasonable control of a Party which results in a Party being unable to observe or perform on time an obligation under this Agreement, including:

- (e) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, and any other natural disaster;
- (f) epidemics or pandemics and any requirements of a government agency in response to an epidemic or pandemic;
- (g) failures of or faults in telecommunications systems or electricity supply or similar infrastructure or service; and
- (h) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, and labour strikes.

**Fraud** means dishonestly obtaining a benefit from GRDC or causing a loss to GRDC by deception or other means.

**Genetically Modified (or GM)** means an organism where the genome has been manipulated by Gene Technology.

**Gene Technology** means tools and techniques which enable direct manipulation of an organism's genome.

**Governance Framework** means the Governance Framework under the Collaboration 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 Cash Contributions** means all monies payable to the Delivery Partner by GRDC specified in Item 8 of Schedule 1.

**Group Members** means a Party and its related bodies corporate (as that term is defined in the *Corporations Act 2001*(Cth)) and any of their respective Personnel.

**Intellectual Property (or IP)** means any registered or unregistered intellectual property rights including any:

- (i) 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);
- (j) trade marks, business names or trading styles (whether registered or not);
- (k) copyright material and similar or neighbouring rights;
- (l) registered or registrable designs;
- (m) plant breeder rights or other proprietary information concerning genetic or biological material or engineering processes;
- (n) trade secrets and know how; and
- (o) eligible layouts or protectable computer programs,

as well as any right to seek registration of, or to take action for infringement of, any such rights.

**IP and Project Outputs (IPPO) Register** means the table prepared in accordance with clause 9.2(a)(i) as updated from time to time in accordance with this Agreement.

**In-kind Contribution** means goods, services, materials and/or time (but not Intellectual Property) committed or contributed directly to the LEIFS Project by a Party or a third party.

**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. **LEIFS Initiative** has the meaning given in the Collaboration Agreement.

**LEIFS Partner** means a party to the Collaboration Agreement, including the Delivery Partner, other than GRDC.

**LEIFS Project** means the research and development project named and described in Schedule 1.

**LEIFS Project Confidential Information** means any Confidential Information arising from the LEIFS Project.

**LEIFS Project Data** means Data captured, generated, produced or otherwise developed by the Delivery Partner or any Approved Sub-contractor during the Term in the course of conducting the LEIFS Project, including any post analysis Data.

**LEIFS Project Data Retention Period** means the period specified in Item 22 of Schedule 1.

**LEIFS Project IP** means any Intellectual Property created, developed or otherwise arising in the course of conducting the LEIFS Project but does not include copyright in Student Work or any Moral Rights.

**LEIFS Project Metadata** means information defining and describing the LEIFS Project Data in a format compatible with GRDC requirements, including information about the purpose, processes, and methods involved in collecting the LEIFS Project Data.

**LEIFS Project Milestone Report** means a report in respect of a LEIFS Project Milestone that conforms with the requirements of the Governance Framework and this Agreement.

**LEIFS Project Milestones** means the key delivery and decision points in the performance of the LEIFS Project described in Item 21 of Schedule 1.

**LEIFS Project Outcome** means the outcomes the Parties will aim to achieve in conducting the LEIFS Project as described in Item 4 of Schedule 1.

**LEIFS Project Outputs** means LEIFS Project IP, LEIFS Project Confidential Information, LEIFS Project Data and all results or Items created, developed or otherwise arising in the course of conducting the LEIFS Project including those identified in Item 5 of Schedule 1 but does not include Student Work.

**Management Committee** has means the Management Committee for the LEIFS Initiative established under the Collaboration Agreement.

**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 *Modern Slavery Act 2018* (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 *Copyright Act 1968* (Cth) or analogous legislation in any other jurisdiction.

**Net Commercialisation Income** means:

- (p) royalties, licence fees and other income received from the Commercialisation of LEIFS Project Outputs;
- (q) less the costs of protection, prosecution or maintenance of formal Intellectual Property rights and reasonable costs of commercialisation incurred in connection with the LEIFS Project Outputs,

as agreed by the Owners.

**Owner** means a Party in which ownership of LEIFS Project Outputs vests in accordance with clause 9.3(a).

**Party** means a party to this Agreement.

**Personal Information** has the meaning given under the Privacy Act.

**Personnel** means a person's employees, representatives, agents, officers, contractors and subcontractors.

**PIRD Act** means the *Primary Industries Research and Development Act 1989* (Cth), as amended from time to time.

**PO Partner** means the LEIFS Partner contracted by GRDC to provide the LEIFS Program Office Program from time to time.

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

**Privacy Law** means the Privacy Act and any analogous Law in any jurisdiction.

**Delivery Partner Personnel** means officers, employees, Students, sub-contractors (including Approved Sub-contractors) and agents of, and consultants to, the Delivery Partner whose duties relate wholly or in part to the conduct of the LEIFS Project as specified in Item 15 of Schedule 1 or approved in writing by GRDC.

**Special Conditions** means any terms and conditions specified in Item 22 of Schedule 1.

**State Records Legislation** means legislation of the Commonwealth, a State or a Territory which governs the management of records by a government department, agency or statutory entity.

**Term** means the period commencing on the Commencement Date and ending on the earlier of the Completion Date or the date of termination of this Agreement (including termination under clause 16).

**Third Party Data** means Data obtained from a person or entity that is not a Party to this Agreement and that is made available to the LEIFS Project, including under the Collaboration Agreement.

**Third Party IP** means Intellectual Property (including Intellectual Property in Items) owned by a person or entity that is not a Party to this Agreement and that is made available to the



LEIFS Project, including under the Collaboration Agreement, 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 to this Agreement or the Collaboration Agreement and made available by a Party or another LEIFS Partner for the LEIFS Project.

**Use Restriction** means any restriction or encumbrance on use of Material which has been approved or notified by GRDC in accordance with the Collaboration Agreement.

## 1.2 General

In this Agreement 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) a reference to any organisation, committee or body includes a reference to any successor of that organisation, committee or body;
- (g) 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;
- (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) "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 are to be interpreted in accordance with 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 Headings

In this Agreement, headings are for convenience only and do not affect interpretation.

## 1.4 Constitution of Agreement and inconsistency

- (a) This Agreement will be constituted by:
  - (i) any Special Conditions;
  - (ii) these terms;
  - (iii) Schedule 1 (other than any Special Conditions); and
  - (iv) any other Schedules, annexures or attachments to this Agreement.
- (b) If there is any inconsistency amongst the provisions in any of the documents listed in clause 1.4(a)(i) to 1.4(a)(iv) above, the provision in the earlier listed document will prevail, over the provision in the later listed document to the extent of the inconsistency.

## 1.5 Collaboration Agreement

- (a) This Agreement is to be read together with the Collaboration Agreement and, in the event of any inconsistency between the terms of those documents, the Collaboration Agreement takes precedence, except for any Special Conditions set out in this Agreement.
- (b) Disputes between the Parties and notices sent by a Party to the other Party in connection with this Agreement will be governed by the relevant provisions of the Collaboration Agreement, as if set out in full in this Agreement.
- (c) Any capitalised terms defined in the Collaboration Agreement which are used but not separately defined in this Agreement take the meaning given to them in the Collaboration Agreement.

## 2 PAYMENTS BY GRDC

### 2.1 GRDC Cash Contributions

- (a) During the Term GRDC must provide to the Delivery Partner the GRDC Cash Contributions by way of payments in accordance with this clause 2.
- (b) The Delivery Partner must use the GRDC Cash Contributions for the sole purpose of carrying out the LEIFS Project in accordance with this Agreement.
- (c) The Delivery Partner must not use GRDC Cash Contributions to acquire a Capital Item unless a description of, the details of the need for, and costs of, the Capital Item are included in Item 14 of Schedule 1, or unless it has obtained GRDC's prior written approval (by request directed to the Management Committee via the PO Partner) and Item 14 of Schedule 1 has been updated accordingly.

### 2.2 Payment procedure

Subject to clause 2.3, during the Term GRDC will make a payment associated with a LEIFS Project Milestone specified in Item 21 of Schedule 1 to the Delivery Partner on acceptance of the LEIFS Project Milestone Report in accordance with clause 8.3 of this Agreement.

### 2.3 GRDC obligation to make payments

GRDC has no obligation to pay the Delivery Partner each part of the GRDC Cash Contributions under this Agreement unless:

- (a) the Delivery Partner has complied with:
  - (i) all material obligations arising prior to the date of payment under any agreement between the Delivery Partner and GRDC; and

- (ii) all of its obligations arising under this Agreement, including acceptance of all previous LEIFS Project Milestone Reports by GRDC, acting reasonably, and has not been relieved under 19.4 from failure or delay in performance of such obligations;

provided that GRDC:

- (iii) will not withhold payment without giving reasonable consideration to any reasons put forward by the Delivery Partner for any failure to comply with its obligations; and
  - (iv) will identify any payment being withheld under this clause 2.3(a) and provide reasons;
- (b) the payment is consistent with GRDC's statutory functions and powers;
  - (c) GRDC has 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 Delivery Partner with at least 3 months' written notice of reduction in funds or termination in accordance with clause 16.2; and
  - (d) the payment is consistent with, and designed to give effect to, the then-current LEIFS Annual Operating Plan, GRDC's Annual Operational Plan and R&D Plan prepared under Part 2 of the PIRD Act, provided that if GRDC relies on clause 2.3(d) to stop payments of the GRDC Cash Contributions:
    - (i) it must promptly notify the Delivery Partner that clause 2.3(d) applies; and
    - (ii) unless otherwise agreed in writing by the Parties, the Delivery Partner must stop performing the LEIFS Project until GRDC notifies the Delivery Partner that GRDC will resume payment of the GRDC Cash Contributions.

### **3 CONTRIBUTIONS**

#### **3.1 Other Contributions**

- (a) In respect of all Contributions other than the GRDC Cash Contributions:
  - (i) each Party must provide the Party's Contributions for the LEIFS Project at the times and in the manner specified in Schedule 1;
  - (ii) the Delivery Partner must ensure that any third parties identified in Item 11 of Schedule 1 as providing Contributions for this LEIFS Project, provide and make available their third party Contributions for the LEIFS Project at the times and in the manner specified in Schedule 1; and
  - (iii) within 14 days after a written request from GRDC to do so, the Delivery Partner must provide to GRDC satisfactory written evidence that confirms that the Contributions referred to in clauses 3.1(a)(i) and 3.1(a)(ii) have been provided and used for the LEIFS Project in accordance with this Agreement.
- (b) If, for any reason, the Delivery Partner fails to provide its Contributions or is not able to obtain any third party Contributions (including any part thereof) as required under this Agreement:
  - (i) the Delivery Partner must notify GRDC as soon as practicable after it becomes aware of any likely failure to provide or obtain such Contributions; and
  - (ii) GRDC may (irrespective of whether it has received notice under clause 3.1(b)(i));
  - (iii) suspend payment of the Research Funds (or an instalment) until such Contributions are provided or obtained by the Delivery Partner; or

- (iv) terminate this Agreement for default in accordance with clause 18.1.

## **4 CONDUCT OF PROJECT**

### **4.1 Carrying out of LEIFS Project**

The Delivery Partner must:

- (a) carry out the LEIFS Project in accordance with this Agreement and using all necessary and appropriate professional skill and diligence during the Term;
- (b) approach the LEIFS Project as a part of the LEIFS Initiative as a whole and in a collaborative manner as contemplated under the Collaboration Agreement, and conduct the LEIFS Project in a manner consistent with the LEIFS Purpose;
- (c) obtain and maintain during the Term all research ethics approvals required for the LEIFS Project;
- (d) use its best endeavours to achieve all LEIFS Project Outcomes, LEIFS Project Outputs, LEIFS Project Milestones and any other activities allocated to it in Schedule 1 by their due date;
- (e) except as otherwise expressly provided in this Agreement, provide at its own expense all funds, personnel, Items, facilities, services and premises specified in Schedule 1 or otherwise required to carry out the LEIFS Project;
- (f) except as otherwise expressly provided in this Agreement, obtain at its own expense all third party assistance specified in Schedule 1 or as required to carry out the LEIFS Project;
- (g) take all reasonable steps to ensure that its Delivery Partner Personnel enable it to comply with its obligations under this Agreement including, in particular, those obligations which relate to LEIFS Project Outputs, Background Material and Third Party Material;
- (h) ensure that the LEIFS Project is conducted by its Delivery Partner Personnel and that its Delivery Partner Personnel spend the amount of time working on the LEIFS Project that is specified in Schedule 1 or as otherwise approved in writing by GRDC (by request directed to the Management Committee via the PO Partner);
- (i) be responsible for the safekeeping and maintenance of any GRDC Background Material and any Third Party Material that is made available for the LEIFS Project and must ensure that it is used, copied, supplied or reproduced only for the purposes as permitted under this Agreement; and
- (j) comply with all applicable Laws in carrying out the LEIFS Project, including (as applicable) those specified in clause 14.

### **4.2 Sub-contracting**

- (a) The Delivery Partner may only sub-contract the conduct of the LEIFS Project (in whole or in part) if the sub-contract is with an Approved Sub-contractor or if GRDC has provided the Delivery Partner with prior written approval (by request directed to the Management Committee via the PO Partner).
- (b) GRDC may impose any conditions or restrictions it considers appropriate in giving its approval under clause 4.2(a).
- (c) Subject to clause 4.2(a), the Delivery Partner:
  - (i) must provide GRDC with a copy of any executed sub-contract on request;

- (ii) remains fully responsible for the conduct of the LEIFS Project including any act or omission of any sub-contractor engaged by the Delivery Partner;
- (iii) must ensure that all rights in relation to any Intellectual Property created by a sub-contractor in the performance of any part of the LEIFS Project are assigned to the relevant persons, to be owned as provided for in this Agreement; and
- (iv) acknowledges and agrees that GRDC may disclose the name of any sub-contractor engaged to undertake the LEIFS Project under this Agreement. The Delivery Partner must inform its sub-contractors that their participation in undertaking the LEIFS Project under this Agreement may be publicly disclosed.

#### 4.3 Achievement of LEIFS Project Milestones

- (a) If the Delivery Partner repeatedly fails to meet one or more LEIFS Project Milestones, or is delayed in delivering any LEIFS Project Milestone by more than one-quarter of the Term, without limiting any of GRDC's other rights or remedies, GRDC may by written notice to the Delivery Partner:
  - (i) reduce the scope of the LEIFS Project;
  - (ii) reduce the GRDC Cash Contributions;
  - (iii) require repayment of some or all GRDC Cash Contributions paid to the Delivery Partner that have been wrongly expended or not irrevocably committed; and/or
  - (iv) terminate this Agreement in accordance with clause 16.1.
- (b) GRDC is not entitled to exercise any of the rights set out in this clause 4.3 to the extent that the failure to meet, or delay in delivering, each relevant LEIFS Project Milestone is caused by a breach of this Agreement by GRDC or its Personnel.

#### 4.4 Additional funding

The Delivery Partner must:

- (a) promptly notify GRDC:
  - (i) if it receives funds or other support in relation to the LEIFS Project from any source, other than the Contributions as specified in Schedule 1; and
  - (ii) of the terms upon which those funds or other support are provided; and
- (b) ensure that their provision does not have any impact on the ownership of LEIFS Project Outputs unless pre-approved in writing by GRDC.

#### 4.5 Fraud

The Delivery Partner must take all reasonable steps to prevent and detect Fraud in carrying out the LEIFS Project.

#### 4.6 Safety

- (a) The Delivery Partner must ensure that its activities in carrying out the LEIFS Project comply, and that any site at which it carries out any part of the LEIFS Project (**Site**) complies, with all applicable:
  - (i) work health and safety Laws and applicable industry codes of practice and Australian Standards, including in relation to consultation, representation and participation; and
  - (ii) all applicable policies and procedures relating to work health and safety, when conducting those activities or when on the Site.

- (b) Without limiting its obligations under clause 4.6(a), the Delivery Partner must ensure that any person involved in the LEIFS Project or attending a Site is:
  - (i) properly trained, informed, supervised and instructed in the use of the facilities and Items involved in conducting any activities in relation to the LEIFS Project or whilst on Site;
  - (ii) provided with any other assistance that is required to ensure their health and safety in conducting the LEIFS Project or whilst on Site; and
  - (iii) provided with all necessary personal protective equipment.
- (c) The Delivery Partner is solely responsible for all preparation and co-ordination required for carrying out the LEIFS Project at a Site in accordance with the requirements of this Agreement.

#### **4.7 Responsible conduct of research**

The Delivery Partner agrees to:

- (a) comply, and ensure compliance by its Personnel, with the Code in conducting the LEIFS Project;
- (b) notify GRDC promptly in the event that it becomes aware of any actual or suspected noncompliance with the Code in connection with the LEIFS Project or any of its Personnel; and
- (c) cooperate with any reasonable directions of GRDC in handling any such noncompliance.

### **5 RESEARCH ORGANISATION PERSONNEL**

#### **5.1 Not employees of GRDC**

- (a) No Delivery Partner Personnel will, by reason of this Agreement or the conduct of the LEIFS Project, be considered to be in the service or employ of, or to be the partner or agent of, GRDC.
- (b) The Delivery Partner must comply, or require its Personnel to comply, with all obligations to pay tax instalment deductions, fringe benefits tax, superannuation guarantee levy, training guarantee levy, payroll tax and any other taxes or levies, and associated record keeping and lodgement obligations, imposed on an employer which apply to the Delivery Partner or its Personnel.

#### **5.2 No funding of statutory entitlements of Delivery Partner Personnel or other employment related expenses**

The Delivery Partner must not use GRDC Cash Contributions to fund any statutory entitlements of its Delivery Partner Personnel or any other employment related expenses (including parental leave or long service leave) unless they are disclosed in Schedule 1 or are otherwise pre-approved in writing by GRDC.

#### **5.3 Changes to Delivery Partner Personnel**

- (a) If any key members of the Delivery Partner Personnel listed in Item 15 of Schedule 1 (being the LEIFS Project Supervisor or other senior researchers from the Delivery Partner with key roles in the LEIFS Project) are unable to undertake work in respect of the LEIFS Project to the extent required by this Agreement, the Delivery Partner must promptly notify GRDC in writing. The Delivery Partner must, if requested in writing by GRDC, use reasonable endeavours to promptly provide replacement Delivery Partner Personnel acceptable to GRDC.

- (b) The Delivery Partner acknowledges that GRDC requires the ability to ensure the quality, suitability, and cooperation of Delivery Partner Personnel. GRDC may, acting reasonably, give written notice to the Delivery Partner requiring the Delivery Partner to remove any Delivery Partner Personnel from performing the LEIFS Project. The Delivery Partner must promptly arrange for the removal of those Personnel from performing the LEIFS Project and use reasonable endeavours to promptly provide replacement Delivery Partner Personnel acceptable to GRDC.
- (c) If the Delivery Partner is unable to provide acceptable replacement Delivery Partner Personnel, GRDC may:
  - (i) suspend payment of the GRDC Cash Contributions (or an instalment) until acceptable replacement Delivery Partner Personnel are provided by the Delivery Partner; or
  - (ii) terminate this Agreement in accordance with clause 16.1 (Termination for default).

## **6 WARRANTIES AND UNDERTAKINGS**

### **6.1 Capacity and legality**

The Delivery Partner warrants that:

- (a) it has the power to enter into this Agreement and to carry out the LEIFS Project;
- (b) it has or will obtain all necessary approvals, consents, licenses and authorisations to enable it to carry out the LEIFS Project; and
- (c) except as specified in this Agreement, that Delivery Partner is not a party to any agreement that could limit or constrain any reasonably foreseeable dissemination or Commercialisation activities involving LEIFS Project Outputs.

### **6.2 Intellectual Property**

- (a) The Delivery Partner warrants that subject to any Use Restrictions, to the best of its knowledge at the date of this Agreement having made all reasonable enquiries, all Background Material contributed to the LEIFS Project by it will be able to be used royalty-free for the conduct of the LEIFS Project and all reasonably foreseeable dissemination or Commercialisation of LEIFS Project Outputs in accordance with this Agreement. GRDC acknowledges that reasonable enquiries in respect of patents does not extend to public prior art searches, but the Delivery Partner will notify GRDC as soon as practicable after becoming aware of any third party patent rights which may prevent the use of Background Material or Third Party Material as contemplated by this clause 6.2(a).
- (b) The Delivery Partner provides the same warranty as described in clause 6.2(a) in relation to any additional Background Material or Third Party Material it provides in accordance with clause 9.1(b) of this Agreement at the time of provision.
- (c) The Delivery Partner warrants that, in carrying out the LEIFS Project, it will not knowingly breach any Intellectual Property rights of any person.

### **6.3 Information provided will be correct**

- (a) Subject to clause 6.2, the Delivery Partner warrants that at the time it is provided, all information provided by the Delivery Partner to GRDC:
  - (i) in Schedule 1;
  - (ii) in the IPPO Register in accordance with clause 9.2; and

- (iii) in relation to the LEIFS Project,  
is correct, complete and not misleading in any significant respect.
- (b) If at any time during the LEIFS Project Term, the Delivery Partner becomes aware that any information provided by the Delivery Partner to GRDC is incorrect, incomplete or misleading in any significant respect, then the Delivery Partner must immediately notify GRDC in writing and, where applicable or requested by GRDC, correct such information at its own cost.

## **7 FINANCIAL PROVISIONS**

### **7.1 Payments into account**

Upon receipt, the Delivery Partner must immediately pay all GRDC Cash Contributions it receives from GRDC into an account maintained by the Delivery Partner with an Australian bank or a non-Australian bank approved by GRDC in writing. The Delivery Partner must establish and maintain a separate bank account or a separate account code within a general ledger account for the LEIFS Project to enable use of the GRDC Cash Contributions to be identified.

### **7.2 Retention of records**

The Delivery Partner must obtain invoices, receipts or other appropriate records for all expenditure relating to the LEIFS Project and must retain such invoices, receipts and records for at least 7 years after the end of the Term.

### **7.3 Inspection by GRDC**

The Delivery Partner must permit GRDC (including any agent of GRDC) from time to time and at all reasonable times during the Term and for at least 7 years after the end of the Term:

- (a) to inspect work being carried out in connection with the LEIFS Project, including the use by the Delivery Partner of any GRDC Background Material provided as part of the LEIFS Project (subject to GRDC or its agent complying with any reasonable directions of the Delivery Partner in respect of safety or the security of its premises);
- (b) to examine and copy all accounts and other records required to be kept or maintained by the Delivery Partner under this Agreement; and
- (c) to examine and copy all other documents relating to the LEIFS Project including records of LEIFS Project Outputs discovery and development (except for data provided to the Delivery Partner by a third party on a confidential basis).

### **7.4 Audit**

GRDC may from time to time during the Term and for at least 7 years after the end of the Term at its expense arrange for the accounts and other relevant documents maintained by the Delivery Partner in relation to this LEIFS Project to be audited. The Delivery Partner must give all reasonable assistance to GRDC and its auditor in relation to any such audit. Nothing in this Agreement derogates from the powers of the Auditor-General of the Commonwealth of Australia.

### **7.5 Third party obligations**

- (a) GRDC acknowledges that any information or documents provided or made available to it under clauses 7.3 or 7.4 might contain Confidential Information or personal information of or concerning a third party, or be subject to legal professional privilege (**Specific Information**).



- (b) The Delivery Partner must use reasonable endeavours to:
  - (i) obtain the consent of the third party to; or
  - (ii) to the extent it is not reasonably possible to obtain consent under clause 7.5(b)(i), or the information is subject to legal professional privilege, redact any relevant information prior to, disclosure of such Specific Information to GRDC.
- (c) GRDC agrees, in relation to any Specific Information disclosed or made available to it under clauses 7.3 or 7.4, to:
  - (i) keep that information confidential; and
  - (ii) not to use or disclose that information without the written permission of the relevant third party.

## **8 REPORTING OBLIGATIONS**

### **8.1 LEIFS Project Milestone Reports**

- (a) The Delivery Partner must submit a LEIFS Project Milestone Report to PO Partner for review by the Management Committee in relation to each LEIFS Project Milestone in accordance with the Governance Framework.
- (b) If the LEIFS Project Milestone Report contains Confidential Information the Delivery Partner must mark the LEIFS Project Milestone Report accordingly on its cover and at those parts of the LEIFS Project Milestone Report which may reasonably be viewed as containing Confidential Information.

### **8.2 Additional information**

The Delivery Partner must, from time to time, promptly provide such information or reports to GRDC regarding the progress and results of the LEIFS Project as GRDC may reasonably require.

### **8.3 Acceptance of LEIFS Project Milestone Reports**

- (a) Within 28 days of the date GRDC receives the Management Committee's recommendation in relation to the LEIFS Project Milestone Report under the Governance Framework, or within 28 days of the due date of the LEIFS Project Milestone Report, whichever is the later, GRDC will:
  - (i) if satisfied that the LEIFS Project Milestone Report does demonstrate that the LEIFS Project Milestone has been met, accept the LEIFS Project Milestone Report and notify the Delivery Partner in writing of its acceptance; or
  - (ii) if not satisfied that the LEIFS Project Milestone Report does demonstrate that the LEIFS Project Milestone has been met, give the Delivery Partner written notice that it does not accept the LEIFS Project Milestone Report, including the reasons why.
- (b) If the Delivery Partner receives a notice under clause 8.3(a)(ii) that GRDC has not accepted the LEIFS Project Milestone Report, it must:
  - (i) address the issues identified by GRDC and submit a revised LEIFS Project Milestone Report for GRDC's consideration in accordance with this clause 8.3. The process in this clause 8.3 will apply to the re-submitted LEIFS Project Milestone Report; or
  - (ii) give GRDC notice of a dispute under clause 1,

within the timeframe specified in the notice or within 28 days from the date the Delivery Partner receives the notice under clause 8.3(a), whichever is the later.

#### **8.4 Ownership and use of Reports**

Subject to this Agreement:

- (a) the Delivery Partner will own the copyright in LEIFS Project Milestone Reports submitted by the Delivery Partner under this Agreement and any additional reports provided by the Delivery Partner in accordance with clause 8.2 of this Agreement; and
- (b) the Delivery Partner grants to GRDC a perpetual, irrevocable, fully paid, royalty-free, worldwide non-exclusive licence, including a right to sub-licence, to use the copyright and information in the LEIFS Project Milestone Reports and any additional reports provided in accordance with clause 8.2 for GRDC's purposes (including reporting to its stakeholders, including the government) or in pursuance of the functions of GRDC arising under the PIRD Act.

### **9 PROJECT OUTPUTS**

#### **9.1 Background Material and Third Party Material**

- (a) The Parties acknowledge the intention that Background Material and Third Party Material will be made available to the LEIFS Project as specified in the IPPO Register.
- (b) Additional Background Material or Third Party Material may be made available to or used for the LEIFS Project during the Term by notice of a Party to the other Party.
- (c) Nothing in this Agreement affects the ownership of Background Material and Third Party Material made available to the LEIFS Project.

#### **9.2 IPPO Register and Data Management Plan**

- (a) The Delivery Partner must during the Term:
  - (i) establish and provide to the PO Partner within 7 days after the Commencement Date an IPPO Register in the form set out in Schedule 2 to this Agreement that includes 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 Project:
    - (1) detailed description of the Intellectual Property, Data or Item;
    - (2) all owners of the Intellectual Property, Data or Item;
    - (3) date of commencement of use in, contribution or making available to the LEIFS Project, or the creation, development or arising, of the Intellectual Property, Data or Item;
    - (4) registered rights in the Intellectual Property, Data or Item;
    - (5) the terms under which any LEIFS Project Outputs are provided to a third party in accordance with this Agreement;
    - (6) any applicable Use Restrictions in respect of the Intellectual Property, Data or Item; and
    - (7) any other details required by the Management Committee from time to time;
  - (ii) establish and provide to the PO Partner within 7 days after the Commencement Date a Data Management Plan in relation to the LEIFS Project in the form set out in Schedule 3 to this Agreement;

- (iii) regularly review and notify the PO Partner of any updates to the IPPO Register or Data Management Plan as necessary to reflect all changes from time to time in respect of the information required to be included in the LEIFS IPPO Register and LEIFS Data Management Plan under the Collaboration Agreement (as applicable to the LEIFS Project); and
- (iv) provide such evidence as the PO Partner or GRDC may reasonably request from time to time in order to confirm:
  - (1) the ownership and other arrangements on which Background Material and Third Party Material is made available for the LEIFS Project or reasonably foreseeable dissemination or Commercialisation of the LEIFS Project Outputs; or
  - (2) any other matter specified in the IPPO Register or Data Management Plan.
- (b) Each Party must, during the Term, comply at all times with the Data Management Plan.

### 9.3 Ownership of LEIFS Project Outputs

- (a) Ownership of all right, title and interest in the LEIFS Project Outputs (including LEIFS Project IP created by a Student) vests on and from creation in:
  - (i) the parties specified in Item 12 of Schedule 1; or
  - (ii) if ownership of LEIFS Project Outputs is not specified in Item 12 of Schedule 1, GRDC in accordance with the Collaboration Agreement.
- (b) The Parties acknowledge that:
  - (i) the owner/s of LEIFS Project Outputs and the holder/s of a Beneficial Interest in a share of the Net Commercialisation Income from those LEIFS Project Outputs may not be the same;
  - (ii) the two concepts described in clause 9.3(b)(i) are dealt with separately under this Agreement;
  - (iii) other entities may own the LEIFS Project Outputs in recognition of their contribution to the LEIFS Project, but only if the Parties have agreed in writing on terms consistent with this Agreement (as applicable) and those entities are listed in Item 12 of Schedule 1 as being an owner of LEIFS Project Outputs;
  - (iv) if the Parties or any other entity are listed in Item 12 of Schedule 1 as being an owner of the LEIFS Project Outputs in shares, those shares relate to the Parties' respective Beneficial Interest in relation to the LEIFS Project Outputs.
- (c) The Delivery Partner warrants that to the best of its knowledge, having made reasonable enquiries, except as specified in the IPPO Register:
  - (i) no person other than the Owners and any third parties specified in Item 12 of Schedule 1 owns or will own a share of the LEIFS Project Outputs; and
  - (ii) use by the Owners of the LEIFS Project Outputs created by the Delivery Partner will not infringe the rights of any third party, or breach any obligation of confidence owed to a third party.

In respect of any third party patent rights, the warranty under this clause 9.3(c) is given only as at the date of this Agreement and GRDC acknowledges that reasonable enquiries do not extend to public prior art searches. The Delivery Partner will notify GRDC as soon as practicable after becoming aware of any third party patent rights that may be infringed by the Owners' use of the LEIFS Project Outputs.

- (d) Whilst it is recognised that the ownership of LEIFS Project Outputs may be changed during the course of the LEIFS Project, such an agreed change will only be effective if it is the subject of a formal variation to this Agreement in accordance with clause 19.6.

- (e) Each Party irrevocably:
  - (i) assigns such of its right, title and interest in any existing and future LEIFS Project Outputs as is necessary to comply with this clause 9.3; and
  - (ii) undertakes to execute any documents and do any things that are necessary to give effect to that assignment.

#### 9.4 Protection of LEIFS Project Outputs (including Discoveries)

- (a) Without limiting its other obligations under this Agreement, the Delivery Partner must notify GRDC in writing of any Discovery in connection with the LEIFS Project within 28 days of first becoming aware of the Discovery.
- (b) If an Owner considers that it would be appropriate to seek registration of any LEIFS Project Outputs (including Discoveries), it must notify the other Owner (if any) of the details of a proposed registration strategy including details of:
  - (i) the type of registration;
  - (ii) the countries in which registration is to be sought; and
  - (iii) the anticipated costs and benefits of the registration.
- (c) The Owners must after receipt of a notice under clause 9.4(a) or 9.4(b) in good faith seek to agree in writing (as applicable) appropriate arrangements for protection (including registration) for the LEIFS Project Outputs.
- (d) The Owners must protect the LEIFS Project Outputs in accordance with any written agreement reached under clause 9.4(c). Subject to any alternative agreement between the Owners, costs of protection of LEIFS Project IP will be borne by the Owners in proportion to their share of ownership.
- (e) If:
  - (i) an Owner wishes to register LEIFS Project IP but the other Owner (if any) is unable to agree on registration under clause 9.4(c) within 2 months of an Owner proposing in writing that it be registered; or
  - (ii) having agreed to commence registration, the Owners are unable to agree on continuation or maintenance of the registration, by 3 months before the deadline for continuation or maintenance of registration,then:
  - (iii) an Owner (**Continuing Party**) may at its own cost arrange registration or maintenance;
  - (iv) the Continuing Party may require that the other Owner (**Withdrawing Party**) promptly assign its share of that LEIFS Project IP in the relevant country to the Continuing Party and take all steps reasonably required to transfer its share of that LEIFS Project IP to the Continuing Party;
  - (v) despite anything to the contrary in this Agreement, the Withdrawing Party:
    - (1) waives any rights in relation to that LEIFS Project IP in that country other than the licence-back in clause 9.4(e)(vi); and
    - (2) forfeits its Beneficial Interest in respect of any Commercialisation in that country; and
  - (vi) the Continuing Party must grant back to the Withdrawing Party a perpetual, non-exclusive royalty-free licence to use the assigned LEIFS Project IP for education, research and other non-commercial purposes, but only to the extent that the use does not prejudice the future registration or Commercialisation of any LEIFS Project Outputs.

## 9.5 Commercialisation of LEIFS Project Outputs

- (a) This clause 9.5 applies where a Party other than GRDC is an Owner.
- (b) The Parties acknowledge that the primary aim of the LEIFS Project is to benefit the Australian Grains Industry and that maximisation of commercial returns is a secondary aim which will not be pursued to the detriment of the primary aim. Accordingly, the Parties undertake to work together, in good faith, to seek adoption, dissemination and Commercialisation of LEIFS Project Outputs which maximises the benefit to the Australian Grains Industry.
- (c) If an Owner considers on reasonable grounds that any LEIFS Project Outputs may be Commercialised, it must notify the other Owner (if any) in writing accordingly, identifying the relevant LEIFS Project Outputs.
- (d) Any Commercialisation of LEIFS Project Outputs will be led by the Commercialisation Party subject to the Parties entering into a separate written agreement.
- (e) The Parties will share the Net Commercialisation Income derived from Commercialisation of LEIFS Project Outputs in proportion to their Beneficial Interest in the LEIFS Project Outputs. GRDC will be responsible for notifying and distributing such shares of Net Commercialisation Income to non-Owners as and when they arise, subject to receiving a tax invoice from the non-Owner in accordance with GRDC's notice.

## 9.6 Notification of infringements

A Party must notify the other Party within 14 days if it:

- (a) becomes aware of or suspects an infringement or threatened infringement of LEIFS Project IP or a misuse of LEIFS Project Data, LEIFS Project Confidential Information or Items; or
- (b) becomes aware of any claim that carrying out the LEIFS Project or the dissemination, Commercialisation or other use of the LEIFS Project Outputs infringes or is likely to infringe the Intellectual Property rights or other legal rights of a third party.

## 9.7 Acts to defend LEIFS Project Outputs

- (a) This clause 9.7 applies where more than one Party is an Owner.
- (b) Where an Owner believes that action should be taken to defend LEIFS Project Outputs because they are, or are likely to be, infringed or misused by a third party:
  - (i) it must notify the other Owner (if any) of details of a proposed defence strategy including details of the anticipated costs and benefits of the action; and
  - (ii) the Owners must seek to agree on a defence strategy.
- (c) If the Owners agree on a defence strategy they will proceed according to that defence strategy.
- (d) If the Owners do not agree on a defence strategy within 28 days of the notice under clause 9.7(a), then:
  - (i) an Owner (**Active Party**) may proceed to take that action in its own name and at its own expense;
  - (ii) the other Owner (**Passive Party**) must execute any documents and do any things necessary to enable the Active Party to prosecute the action;
  - (iii) the Active Party must, pay for any reasonable expenses incurred by the Passive Party for providing the assistance referred to in clause 9.7(c)(ii); and
  - (iv) the Active Party may retain any damages recovered in taking the action.

## 9.8 Internal Research and Education

Without limiting any rights granted under the Collaboration Agreement, each Owner grants each Party a perpetual, revocable, royalty-free, non-exclusive licence (without the right to sub-licence) to use the LEIFS Project Outputs for the purposes of internal research, development, education and training, excluding Commercialisation and subject to any Use Restrictions, provided that:

- (a) it obtains any necessary licences to use Background Material and Third Party Material;
- (b) it must not do so in a manner which might prejudice the future registration, value or Commercialisation of any LEIFS Project Outputs; and
- (c) where Commercialisation of Intellectual Property arising out of the internal research or development requires access to the LEIFS Project Outputs, it may only use the LEIFS Project Outputs for the purposes of that Commercialisation subject to obtaining a licence from each Owner.

## 9.9 Publication and acknowledgement

A Party may only publish information relating to the LEIFS Project or otherwise publicly disclose any LEIFS Project Outputs in accordance with the terms of the Collaboration Agreement.

## 9.10 LEIFS Project Data

- (a) The Delivery Partner must:
  - (i) during the Term; and
  - (ii) for at least the LEIFS Project Data Retention Period thereafter, store the LEIFS Project Data:
  - (iii) in an Approved Repository; and
  - (iv) otherwise in accordance with the Data Management Plan.
- (b) The Delivery Partner must:
  - (i) provide GRDC with LEIFS Project Metadata in respect of all categories of LEIFS Project Data captured, generated, produced or otherwise developed by it (or any of its Approved Sub-contractors) promptly upon such LEIFS Project Data coming into existence;
  - (ii) follow all reasonable directions issued by GRDC regarding the recording or cataloguing of LEIFS Project Metadata; and
  - (iii) on written request from GRDC, promptly provide GRDC with a copy of the LEIFS Project Data or any part thereof requested by GRDC.
- (c) If the Delivery Partner proposes to cease storing the LEIFS Project Data in an Approved Repository, it must:
  - (i) provide GRDC with no less than 60 days prior written notice; and
  - (ii) take any steps directed by GRDC in order to transition storage of the LEIFS Project Data to an alternative repository hosted by GRDC or its nominee.

## 9.11 Access to LEIFS Project Outputs, Background Material and Third Party Material

Each Party must give the other Party all information and material reasonably required by the other Party to fully enjoy all rights of access to, and use and exploitation of, LEIFS Project Outputs, Background Material and Third Party Material that the other Party is granted under this clause 9.

## **10 CONFIDENTIAL INFORMATION**

### **10.1 Confidential treatment**

The Recipient must, subject to this Agreement:

- (a) treat as confidential the Confidential Information disclosed to it by or on behalf of the Discloser;
- (b) only use or copy Confidential Information for the purposes of fulfilling its obligations under this Agreement;
- (c) take reasonable steps to protect the Confidential Information and keep it secure from misuse, interference, loss and unauthorised access, modification or disclosure; and
- (d) promptly notify the other Party if it becomes aware of, or suspects, any unauthorised copying, use or disclosure of any Confidential Information.

### **10.2 Permitted disclosure**

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:

- (a) disclose the Confidential Information to its Personnel and legal and financial advisors who have a need to know for the purposes of this Agreement (and only to the extent that each has a need to know), provided that the Recipient uses reasonable efforts to ensure that:
  - (i) its Personnel and advisors who require access to the Confidential Information keep the Confidential Information confidential and only use the Confidential Information for the purpose for which it was disclosed; and
  - (ii) any of the abovementioned Personnel and advisors who cease to be Personnel or advisors must continue to be bound by such obligations of confidentiality;
- (b) comply with requirements of a court, governmental or administrative authority or any parliamentary authority or by applicable Law to disclose Confidential Information of the Discloser, provided that the Recipient must:
  - (i) promptly notify the Discloser and consult with it about the form and content of any disclosure required; and
  - (ii) only disclose that part of the Confidential Information as is necessary to comply with the relevant requirements; or
- (c) in the case of GRDC or a Delivery Partner that is a government agency, disclose the Confidential Information of the Discloser 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.

## **11 CAPITAL ITEMS**

### **11.1 Maintenance and repairs**

The Delivery Partner must, at its own expense unless included in Schedule 1, maintain all Capital Items in good condition for the Term, and effect all necessary repairs.

### **11.2 Ownership**

The Delivery Partner will own all Capital Items that it acquires.

### 11.3 No securities to be given

The Delivery Partner must not, without the prior written consent of GRDC, grant, or permit to arise, any security interest (including mortgages, charges or liens but excluding security interests given in respect of circulating assets in the ordinary course of business) over any Capital Item, during the Term.

### 11.4 Replacement

The Delivery Partner must, at its own expense, promptly replace or repair any Capital Item in its possession or control, that is lost, damaged or destroyed during the Term, unless that damage or destruction is caused by reasonable wear and tear.

### 11.5 Sale of Capital Item during or after the Term

If:

- (a) the Delivery Partner sells or otherwise disposes of a Capital Item during or after the Term; and
- (b) at the time of the sale or disposal, the Capital Item has not been fully depreciated at applicable Depreciation Rates,

the Delivery Partner must advise GRDC of the sale or disposal and, if GRDC requests it, pay to GRDC within 28 days of the date of the sale or disposal of the Capital Item:

- (c) an amount equal to the proportion of the undepreciated value of the Capital Item owned by it (calculated at the applicable Depreciation Rate) that is equivalent to the proportion of the purchase price of the Capital Item that was funded from GRDC Cash Contributions; or
- (d) the proceeds of the sale or disposal, less an amount equal to the sum of the Delivery Partner's proportionate contribution to the purchase price of the Capital Item and the Delivery Partner's reasonable costs of disposal of the Capital Item.

## 12 INSURANCE

### 12.1 Government Self Insurer

The Delivery Partner is not subject to clauses 12.2 (excluding clause 12.2(b)) and 12.3 if it is a Commonwealth, State or Territory government department, agency or statutory entity and holds a relevant licence, approval or is registered to manage an appropriate self-insurance scheme that covers the risks and liabilities of a Delivery Partner contemplated under this Agreement.

### 12.2 Insurance required

Subject to clause 12.1 or any alternative insurance requirements specified in Item 18 of Schedule 1, the Delivery Partner must:

- (a) maintain all appropriate insurances for the LEIFS Project including:
  - (i) workers' compensation insurance as required by law;
  - (ii) public liability insurance in the amount of at least \$10 million for each claim;
  - (iii) professional indemnity insurance in the amount of at least \$5 million per claim that covers key activities to be undertaken by the Delivery Partner in connection with the LEIFS Project; and
  - (iv) insurance in respect of loss or damage to Capital Items; and



- (b) ensure that any Approved Sub-contractors engaged by the Delivery Partner maintain appropriate insurances for the relevant LEIFS Project activities, including the insurances specified in subclauses 12.2(a)(i) to (iii) above.

### **12.3 Documentation**

The Delivery Partner must, on request by GRDC, provide evidence of the currency of the insurance policies required under clause 12.2 and any other information reasonably required by GRDC to demonstrate that the Delivery Partner satisfies the requirements of this clause 12.

## **13 CONFLICT OF INTEREST AND OVERLAPPING PROJECTS**

### **13.1 Warranties regarding conflict of interest**

The Delivery Partner warrants to GRDC, that, except as disclosed:

- (a) in writing to GRDC prior to execution of this Agreement, the Delivery Partner and Delivery Partner Personnel did not, or will not, at the Commencement Date, hold any rights or property or have any obligations; and
- (b) under clause 13.2, the Delivery 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 the Collaboration Agreement, that might limit the Delivery Partner's ability to meet its obligations under this Agreement.

### **13.2 Notice of conflict of interest**

The Delivery Partner agrees to:

- (a) give notice to GRDC 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
- (b) comply with any reasonable direction from GRDC to deal with the conflict of interest.

### **13.3 Limitation of clauses**

GRDC agrees that clauses 13.1 and 13.2, to the extent that they apply to Delivery Partner Personnel, are limited to Delivery Partner Personnel engaged on or reasonably having knowledge of the LEIFS Project sufficient to protect the interest of either Party in the LEIFS Project and its results.

### **13.4 Notice of overlapping project**

The Parties acknowledge the need for efficient use of the Australian Grains Industry's limited research resources. Accordingly:

- (a) the Delivery Partner must promptly advise GRDC of any research project it commences which utilises similar scientific approach or methodology to achieve the same or similar objectives as the LEIFS Project; and
- (b) the Parties must negotiate in good faith about whether this LEIFS Project should be amended or terminated.

## 14 CONDUCT OF RESEARCH

### 14.1 Animals

If the LEIFS Project involves the use of animals, the Delivery Partner must comply with all requirements set out in the “Australian code of practice for the care and use of animals for scientific purposes” endorsed by the National Health and Medical Research Council, as amended from time to time.

### 14.2 Gene Technology

- (a) If the LEIFS Project involves the use of any Gene Technologies or similar techniques, the Delivery Partner must:
- (i) comply with all applicable State, Territory and Federal Laws relevant to the activity, including the *Gene Technology Act 2000* (Cth) as amended from time to time;
  - (ii) comply with any safety guidelines established from time to time by the Gene Technology Regulator or any other similar body established by the Commonwealth or (as applicable) State or Territory governments;
  - (iii) implement industry best practice stewardship procedures consistent with ‘Excellence Through Stewardship’ guides in force from time to time and available from <http://www.excellencethroughstewardship.org/>;
  - (iv) immediately notify GRDC on becoming aware of any suspected breach of the requirements in clauses 14.2(a)(i)– (iii) including details of the nature of the breach.
- (b) If the LEIFS Project is not intended to involve the use of any Gene Technologies but GM material is inadvertently introduced into the LEIFS Project, the Delivery Partner must immediately:
- (i) notify GRDC in writing of the GM material and the circumstances surrounding its introduction; and
  - (ii) manage the LEIFS Project in accordance with clause 14.2(a) of this Agreement and any reasonable directions of GRDC to minimise any negative impacts.

### 14.3 Environment

The Delivery Partner must carry out the LEIFS Project in accordance with any relevant environmental legislation and must not (except as fully disclosed to GRDC) adversely affect the environment to a significant extent.

### 14.4 Defence Trade Controls

If the LEIFS Project involves the use of any ‘**DSGL technology**’ (as defined in the *Defence Trade Controls Act 2012* (Cth)), the Delivery Partner:

- (a) is responsible for ensuring compliance with the *Defence Trade Controls Act 2012* (Cth) 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 LEIFS Project; and
- (b) must ensure that any DSGL technology made available to GRDC in connection with the LEIFS Project is clearly identified as such, and that any restrictions on the use or disclosure by GRDC of that technology under the *Defence Trade Controls Act 2012* (Cth) are disclosed to GRDC in writing.

## 14.5 Import and export

The Delivery Partner 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 Delivery Partner in connection with the LEIFS Project, including any relevant requirements concerning tariffs, duties, clearances, treatments, chemical registrations and quarantine.

## 14.6 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:
  - (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.
- (c) The following clauses apply to the Delivery Partner if it is a '**contracted service provider**' as defined in the Privacy Act:
  - (i) the Delivery 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 Delivery 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) as soon as reasonably practicable and in any event within three business days after becoming aware, the Delivery Partner must notify GRDC of any breach of any of the obligations on the Delivery Partner or its sub-contractors under this clause 14.6.
- (d) Nothing in this Agreement should be taken as authorising the Delivery Partner to do or engage in an act or practice that is prohibited under clause 14.6(b).

## 15 RELATIONSHIP BETWEEN PARTIES

### 15.1 No employment, joint venture or partnership

This Agreement does not give rise to any employment, joint venture or partnership relationship between the Parties.

### 15.2 No agency

Neither Party to this Agreement has, except as otherwise specified in this Agreement, any right to act on behalf of, represent itself as agent for, or otherwise bind, any other Party.

## 16 TERMINATION

### 16.1 Termination for default

- (a) Either Party (**Terminating Party**) may terminate this Agreement with immediate effect by written notice to the other Party (**Defaulting Party**), if the Defaulting Party:

- (i) breaches any provision of this Agreement and the breach continues unremedied for 28 days after the Terminating Party has served the Defaulting Party with written notice of the breach;
  - (ii) breaches a material provision of this Agreement which is not capable of remedy;
  - (iii) persistently breaches a material provision of this Agreement despite notice of the breach;
  - (iv) breaches a provision of this Agreement that expressly provides for termination under this clause 16.1; or
  - (v) subject to the *Treasury Laws Amendment (2017 Enterprise Incentives No 2) Act 2017*(Cth), becomes an “externally-administered body corporate” as defined in section 9 of the *Corporations Act 2001*(Cth) (or an equivalent circumstance arises if the Defaulting Party is not a body corporate) or is unable to pay its debts as they fall due.
- (b) GRDC may terminate this Agreement with immediate effect by written notice to the Delivery Partner if, in the reasonable opinion of GRDC, the Delivery Partner is not conducting the LEIFS Project in a competent and diligent manner.
  - (c) The withholding of payment by GRDC pursuant to any express right to do so under this Agreement (including clauses 2.2, 2.3, 3.1 or 5.3) does not constitute a breach of this Agreement.

## 16.2 Termination by notice

GRDC may terminate this Agreement by 3 months’ written notice to the Delivery Partner if, in the reasonable opinion of GRDC:

- (a) the LEIFS Project is unlikely to produce the LEIFS Project Outputs anticipated by GRDC from the LEIFS Project at the time of entering this Agreement;
- (b) GRDC's finances do not enable it to continue to fund the LEIFS Project whilst maintaining a prudent level of reserves;
- (c) the LEIFS Project 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;
- (d) the Management Committee has recommended that the LEIFS Project be terminated;
- (e) a change to the Annual Operating Plan affects the continuation of the LEIFS Project;
- (f) the Management Committee has recommended, or the Annual Operating Plan as updated at any time in accordance with the Collaboration Agreement requires, a variation to the LEIFS Project which the Parties are unable to agree within 30 days after the recommendation or update to the Annual Operating Plan;
- (g) it would be in the best interests of the Australian Grains Industry for GRDC to cease to fund the LEIFS Project so as to enable GRDC to fund one or more proposed research projects that may, in the opinion of GRDC, be of exceptional benefit to the industry; or
- (h) the Delivery Partner is prevented by a Force Majeure Event from undertaking its obligations under this Agreement for a period of 60 days or more.

## 16.3 Automatic termination

This Agreement terminates automatically on:

- (a) the termination or expiry of the Collaboration Agreement; or
- (b) the Delivery Partner ceasing to be a party to the Collaboration Agreement.

## 16.4 Consequences of termination

- (a) If this Agreement is terminated under clause 16.1, 16.2 or 16.3:
  - (i) GRDC, the Delivery Partner and any third party that owns LEIFS Project Outputs under clause 9.3, retain:
    - (1) their respective ownership proportions of LEIFS Project Outputs, recalculated according to each Party's Contribution actually provided to the LEIFS Project at the date of termination; and
    - (2) any Beneficial Interest in the LEIFS Project Outputs at the date of termination,
  - (ii) termination will not affect the enforceability of any rights or obligations accrued under this Agreement which survive termination;
  - (iii) from the date of termination, each Party will cease to be liable to make any of its further Contributions to the LEIFS Project; and
  - (iv) any licences of Background Material, Third Party Material and copyright in LEIFS Project Milestone Reports and other rights and obligations of the Parties remain in force to the extent they are expressed to survive termination of this Agreement.
- (b) If this Agreement is terminated under clause 16.1, then (in addition to clause 16.4(a)), GRDC may require repayment of some or all GRDC Cash Contributions paid to the Delivery Partner that have been wrongly expended or not irrevocably committed.
- (c) If this Agreement is terminated by GRDC under clause 16.2, then (in addition to clause 16.4(a)) GRDC is obligated to reimburse the Delivery Partner for any reasonable additional costs incurred and substantiated by the Delivery Partner as a result of the early termination of the LEIFS Project.
- (d) On expiry or termination of this Agreement (for any reason), the Delivery Partner must, unless instructed otherwise by GRDC in writing:
  - (i) provide to GRDC all completed or in-progress LEIFS Project Outputs, together with instructions as to the steps required for completion of that work;
  - (ii) provide a summary of the status of the LEIFS Project as at the termination date;
  - (iii) repay to GRDC any GRDC Cash Contributions not already spent or irrevocably committed for expenditure;
  - (iv) subject to clause 16.4(e), promptly deliver-up to GRDC all GRDC Background Material and all GRDC Confidential Information provided to the Delivery Partner in connection with this Agreement; and
  - (v) make available (including by granting reasonable access to) all the LEIFS Project Outputs and related information in order for GRDC to fully enjoy the ongoing benefit of its rights to those LEIFS Project Outputs and related information as granted pursuant to this Agreement.
- (e) If the Delivery Partner is subject to State Records Legislation, the Delivery Partner may retain one copy of GRDC Background Material and one copy of GRDC Confidential Information for the purposes of complying with the applicable State Records Legislation.

## 16.5 Reduction in scope

- (a) Where GRDC has a right to terminate this Agreement, it may elect instead to reduce the scope of the LEIFS Project by giving notice as required to exercise the relevant termination right (but no less than 30 days' prior notice).

- (b) Within 30 days after receiving notice from GRDC under clause 16.5(a), the Delivery Partner may provide GRDC with notice of variations to this Agreement it considers, acting reasonably, to be required in order to facilitate the reduction in scope of the LEIFS Project. Following receipt of such notice, GRDC may negotiate with the Delivery Partner to agree such variations and the date on which the reduction in LEIFS Project scope takes effect.
- (c) If the Delivery Partner does not provide notice under clause 16.5(b) within the specified time period, the scope of the LEIFS Project will be reduced in accordance with GRDC's notice on and from the effective date of that notice.
- (d) Any election by GRDC to reduce the scope of the LEIFS Project or agree to variations proposed by the Delivery Partner under this clause 16.5 is at GRDC's absolute discretion and does not prejudice its right to terminate or any other rights or remedies available to GRDC under this Agreement or the Collaboration Agreement.

## 16.6 Survival of Clauses

The provisions of clauses 4.2(c)(ii), 6, 7.2, 7.3, 7.4, 7.5, 8.4, 9, 10, 11.5, 14.6, 15, 16.4, 16.6, 18(b), 18(c), 19.7 and 19.8 and any other term which, by its nature, is intended to survive expiry or termination of this Agreement will survive expiry or termination of this Agreement.

## 17 GOODS AND SERVICES TAX

### 17.1 Definitions

Terms used in this clause 17 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as in that Act.

### 17.2 GRDC Cash Contributions do not include GST

Unless otherwise indicated, the GRDC Cash Contributions specified in Item 8 of Schedule 1 do not include GST.

### 17.3 If GST is payable

In relation to any GST payable on a taxable supply by a Party under this Agreement, the recipient of the supply must pay the GST subject to:

- (a) the supplier providing a tax invoice; or
- (b) if the Delivery Partner is the supplier, at the option of GRDC (that may be varied from time to time at GRDC's discretion), the supplier either:
  - (i) issues to GRDC a tax invoice; or
  - (ii) agrees to the issue by GRDC of a recipient created tax invoice (**RCTI**),and provides any other documentation required by GRDC to claim any input tax credits claimable in relation to the supply.

## 18 MODERN SLAVERY

- (a) The Delivery Partner represents and warrants 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) The Delivery Partner must, on the receipt of a written request from GRDC, provide GRDC with all information reasonably requested by GRDC to assist GRDC to comply with its requirements under the Modern Slavery Legislation.
- (c) The Delivery Partner agrees that GRDC may take any reasonable actions to monitor, assess, audit and verify the Delivery Partner's compliance with its obligations under this clause 18.
- (d) If the Delivery Partner or its Group Member is in breach of any part of this clause 18, or GRDC reasonably suspects a breach, without prejudice to any other remedy which GRDC may have, GRDC may immediately terminate this Agreement by written notice.

## **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 of all acts.

### **19.2 Assignment**

Except as otherwise expressly specified in this Agreement, neither Party may assign, novate, charge, transfer, encumber or otherwise deal with its rights under this Agreement without the prior written consent of the other Party.

### **19.3 Authorised Representatives**

Each Party hereby authorises its representative(s) as specified in Item 20 of Schedule 1 to exercise that Parties' rights under this Agreement. Either Party may change its nominated representative by notice in writing to the other at any time.

### **19.4 Force Majeure**

A Party will not be liable for any delay or failure to perform its obligations under this Agreement to the extent it is affected by a Force Majeure Event, subject to the affected Party:

- (a) notifying the other Party as soon as practicable upon becoming aware of any possible delay or failure to perform; and
- (b) outlining in a notice the particulars of the Force Majeure Event, including an estimate of the length of delay or failure to perform is likely to subsist; and
- (c) mitigating the impact of the Force Majeure Event to the extent, and resuming performance of this Agreement as soon as, reasonably practicable.

### **19.5 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.

### **19.6 Amendment**

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

## 19.7 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.

## 19.8 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 that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

## 19.9 Entire Agreement

This Agreement, together with the Collaboration Agreement, constitutes the entire agreement between the Parties, and supersedes any and all prior agreements, as to its subject matter.

## 19.10 Relationship

This Agreement does not create any partnership, agency (except to the extent expressly stated in this Agreement) or trust relationship or confer on any Party the authority to bind the other Party in any way.

## 19.11 Costs

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

## 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 Discretion

Unless otherwise expressly contemplated, where a provision of this Agreement contemplates that a Party may exercise its discretion then that Party is entitled to exercise that discretion absolutely, with or without conditions and without being required to act reasonably or give reasons.

## 19.14 Counterparts

- (a) This Agreement may be executed in counterparts and in accordance with the *Electronic Transactions Act 1999* (Cth). Both executed counterparts constitute one document.
- (b) Executed counterparts of this Agreement may be exchanged by email or other means of Electronic Communication.



# Schedule 1

Item	Topic	Details			
1	GRDC Contract Code	<Contract code>			
2	Project Name	<Enter information>			
3	Project Description	<Enter information>			
4	Project Outcome	<Enter information>			
5	Project Outputs	<b>Title</b>	<b>Description</b>		
		<Enter information>	<Enter information>		
		<Enter information>	<Enter information>		
		<Enter information>	<Enter information>		
		<Enter information>	<Enter information>		
6	Commencement Date	<Choose date>			
7	Completion Date	<Choose date>			
8	GRDC Contributions: GRDC Cash Contributions (GST exclusive)	<\$0.00>			
9	GRDC Contributions in kind	<Enter information>			
10	Delivery Partner Contributions	<\$0.00>			
11	Third Party Contributions	<Enter information>			
12	Owner/s of Project Outputs	GRDC <Other entity (or delete this placeholder)>			
13	Holders of Beneficial Interest in Project Outputs	<b>Organisation</b>	<b>Percentage</b>		
		GRDC	<#>%		
		<Other entity (or delete row)>	<#>%		
		<b>Total</b>	<b>100%</b>		
14	Capital Items	<Enter information>			
15	Delivery Partner Personnel	<b>Name</b>	<b>Role</b>	<b>Time dedicated to the Project (FTE)</b>	<b>GRDC Funded(%)</b>
		<Name>	<Role>	<Time>	<%>%
		<Name>	<Role>	<Time>	<%>%
		<Name>	<Role>	<Time>	<%>%
		<Name>	<Role>	<Time>	<%>%
16	Approved Sub-contractors	<Enter information>			

Item	Topic	Details			
17	Commercialisation Party	<Enter information>			
18	Alternate insurance requirements	<Enter information>			
19	Address for Notices	GRDC	<Select office from dropdown>		
		Delivery Partner	Post:	<Enter information>	
			Email:	<Enter information>	
20	Authorised Representative(s)	GRDC	<GRDC contract manager(s)>		
		Delivery Partner	<Research organisation contract manager(s)>		
21	Milestones	No.	Description	Due Date	Amount payable (GST exclusive)
		<#>	<Enter information>	<Pick>	\$<#>
		<#>	<Enter information>	<Pick>	\$<#>
		<#>	<Enter information>	<Pick>	\$<#>
		<#>	<Enter information>	<Pick>	\$<#>
		<#>	<Enter information>	<Pick>	\$<#>
22	Project Data Retention Period	As specified in the Data Management Plan.			
23	Special Condition	<p><b>1 Additional Definitions</b></p> <p>(a) In these Special Conditions <b>LEIFS Delivery Partner</b> means a Delivery Partner as defined in the Collaboration Agreement in respect of any Other LEIFS Project; and</p> <p>(b) <b>Other LEIFS Project</b> means a Project as defined in the Collaboration Agreement other than this LEIFS Project; and</p> <p>(c) <b>LEIFS Project Agreement</b> means a Project Agreement as defined in the Collaboration Agreement.</p> <p><b>2 Program Office Obligations</b></p> <p>Without limiting its obligations under this Agreement or the Collaboration Agreement, the Delivery Partner must:</p> <p>(a) perform the responsibilities assigned to and actions required to be undertaken by the PO Partner under, and in accordance with, the Collaboration Agreement;</p> <p>(b) promptly and in accordance with the Governance Framework:</p> <p>(i) report all notices or communications given to it by Partners under the Collaboration Agreement to the Management Committee;</p> <p>(ii) facilitate all communications between the Management Committee and the GRDC Authorised Delegate;</p>			

Item	Topic	Details
		<ul style="list-style-type: none"> <li>(c) ensure the achievement of the LEIFS KPIs, however the Delivery Partner will be relieved of this obligation to the extent that the failure to achieve a KPI: <ul style="list-style-type: none"> <li>(i) is caused by GRDC, or a LEIFS Partner (other than the Delivery Partner), being in breach of any of its obligations under the Collaboration Agreement or a LEIFS Project Agreement; and</li> <li>(ii) the Delivery Partner has taken all reasonable steps to enforce that obligation and mitigate the impact of the breach on the achievement of the KPI;</li> </ul> </li> <li>(d) work with GRDC to coordinate and manage delivery of the LEIFS Initiative within and across Programs, this LEIFS Project and Other LEIFS Projects;</li> <li>(e) act promptly in accordance with GRDC directions in respect of the administration and management of LEIFS Project Agreements and the Collaboration Agreement; and</li> <li>(f) from time to time, promptly provide such information, data, records or reports to GRDC and the Management Committee regarding the progress and results of any LEIFS Initiative activities or of this LEIFS Project or any Other LEIFS Project as GRDC or the Management Committee may reasonably require.</li> </ul> <p><b>3 Conflict of interest</b></p> <ul style="list-style-type: none"> <li>(a) The Delivery Partner must not use its role as PO Partner to advantage it in its capacity as a LEIFS Delivery Partner.</li> <li>(b) To the extent the Delivery Partner is a LEIFS Delivery Partner, the Delivery Partner must: <ul style="list-style-type: none"> <li>(i) exclude its Personnel involved in provision of this LEIFS Project from the provision of any Other LEIFS Project and exclude its Personnel involved in the provision of any Other LEIFS Project from provision of this LEIFS Project;</li> <li>(ii) not, and must ensure its Personnel do not, provide or make accessible any information to, or otherwise consult with or treat, its Personnel involved in any Other LEIFS Project other than on the same basis as the personnel of any other LEIFS Delivery Partner; and</li> <li>(iii) if requested by GRDC, implement formal information barriers between its Personnel involved in the provision of this LEIFS Project and those involved in any Other LEIFS Project.</li> </ul> </li> </ul>

# Schedule 2

## LEIFS PROJECT - LEIFS INITIATIVE

### INTELLECTUAL PROPERTY AND PROJECT OUTPUTS (IPPO) REGISTER

GRDC Contract Code	<Contract code>
LEIFS Project name and reference:	<Enter information>
Version:	<Enter information>
Date	<Choose date>

#### 1. Background Material

Note: This Table 1 must include all Background Data, Background Intellectual Property and Items owned by GRDC or a LEIFS Partner that is required / being made available to this LEIFS Project

No	Owner/s Provide details of owner(s) including legal entity name and ABN	Description Provide a clear description of Background Material required for the LEIFS Project. Include all relevant details e.g. the type of Background Material and whether the Background Material will be incorporated in, or be required to use, the LEIFS Project Outputs that are generated. Include details of any registered rights in the Background Material.	Date made available to Project	Use Restrictions
			<Choose date>	
			<Choose date>	
			<Choose date>	

#### 3. Third Party Material

Note: This Table 3 must include all Third Party Data, Third Party Intellectual Property, and Items owned by a person or entity that is not GRDC or a LEIFS Partner and made available or used for the LEIFS Project.

No	Owner/s Provide details of owner(s) including legal entity name and ABN	Description Provide a clear description of Third Party Material being made available to the Project. Include all relevant details e.g. the type of Third Party Material and whether this Third Party Material will be incorporated in, or be required to use, the LEIFS Project Outputs that will be generated.  Include details of any registered rights in the Background Material.	Date made available to LEIFS Project	Name of party making Third Party IP available (if not the owner(s))	Arrangements applicable to the provision of Third Party Material for the LEIFS Project  Provide details of the arrangements that GRDC or the LEIFS Partner has entered into with the owner(s) of the Third Party Material that is required / being made available to the LEIFS Project e.g. Data Sharing Agreement, licence, MTA etc	Use Restrictions
			<Choose date>			
			<Choose date>			
			<Choose date>			

#### 4. LEIFS Project Outputs

Note: This Table 4 must include all LEIFS Project IP, LEIFS Project Confidential Information, LEIFS Project Data and all results and Items produced in the course of conducting the LEIFS Project.

No	Description	Date created, developed or arising	Background Material / Third Party Material incorporated	Use Restrictions
	<p>Provide a clear description of the LEIFS Project Outputs. Where applicable, provide references to the relevant LEIFS Project Milestone(s) (including Milestone numbers).</p> <p>Include details of any registered rights in the Background Material.</p>		<p>Note: Where applicable, this section should cross reference to the relevant item no. in Tables 1, 2 and 3 above</p>	
		<Choose date>		
		<Choose date>		
		<Choose date>		

#### 5. LEIFS Project Outputs provided to a third party

No	Third party recipient	LEIFS Project Outputs	Arrangements applicable to the transfer of the LEIFS Project Outputs to the third party	Purpose of transfer	Date prior written approval granted by Owner(s)	Date of transfer
		The reference to LEIFS Project Outputs in this section should be consistent with the descriptions in Table 4 above	Provide details of the relevant arrangements that GRDC or a LEIFS Partner has entered into with the third party for the transfer e.g. licence, MTA etc	Provide details of the purpose of the transfer; e.g. use in another GRDC project, evaluation, internal research, Commercialisation		
					<Choose date>	<Choose date>
					<Choose date>	<Choose date>
					<Choose date>	<Choose date>

## Schedule 3

The Data Management Plan must:

1. be in the form provided on the GRDC website from time to time; and
2. describe the data to be acquired or generated during the Project and how the data will be managed, safely stored and protected, including:

### Investment details

- GRDC Contract code
- Contract title
- Prepared by
- Date prepared
- Principal investigator (Delivery Partner Personnel responsible for delivering the Project Outputs)
- Responsible party (Delivery Partner Personnel responsible for managing and storing the data referenced in the Data Management Plan)

### Investment data management

- Data organisation
- Ethical, confidentiality or privacy considerations
- Access and security
- Backup
- Management of GRDC Background Data

### Data storage

- Dataset name
- Approved Repository
- Milestone Number (to correspond to contract milestone number where the data will be generated)
- Data format
- Metadata standard/s
- Access permissions (open/closed/restricted/embargoed)

## Schedule 4

### Approved Repository Requirements

Requirement	Explanatory Notes
Fit-for-purpose	The purpose of the repository must be to facilitate long-term storage of research data and to provide access to it.
Discovery and identification	The repository: <ul style="list-style-type: none"> <li>• provides a publicly facing web-based search tool for data discovery;</li> <li>• assigns a persistent identifier to each dataset and provides it as a URI as part of the associated metadata;</li> <li>• provides API endpoints for metadata harvesting that return metadata according to the RIF-CS metadata standard.</li> </ul>
Technical infrastructure	The repository must operate on reliable and stable core infrastructure that can support the expected usage load and storage requirements.
Access management, licensing, and rights	The dataset must be findable to a third party, but access by third parties can be blocked or restricted. Access to data can be granted by the custodian of the dataset. Metadata fields associated with the dataset include information on licensing and rights for use of the dataset.
Continuity of service	The repository must have a plan to ensure ongoing access to and preservation of its data and metadata, including regular backups. Disaster recovery and succession plans must be in place.
Guidance and assistance	Guidance on the use of the repository must be available in the form of both documentation for end-users, and human assistance.
Compatibility with GRDC Data Catalogue	RIF-CS metadata records exported from an Approved Repository include mandatory metadata fields as defined by GRDC, such that the metadata entry in the GRDC data catalogue is a high-quality and complete metadata record.



## Execution page

EXECUTED BY THE PARTIES AS AN AGREEMENT ON  
THE DAY OF 20

Signed for and on behalf of the

**GRAINS RESEARCH AND DEVELOPMENT  
CORPORATION**  
ABN 55 611 223 291

by its duly authorised representative, in the  
presence of

---

Signature of witness

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Signature of representative

---

Name of witness (print)

---

Name of representative (print)

---

Date

---

Date

<Choose provider entity from dropdown>