



GRDC[™]

GRAINS RESEARCH
& DEVELOPMENT
CORPORATION

SERVICES CONTRACT

REFERENCE: <CONTRACT CODE>

<Title>

Grains Research and Development Corporation
(GRDC)

<Full legal name of service provider>
(Service Provider)

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Services contract

PARTIES

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

AND

<Full legal name of service provider> ACN/ABN <Provider ACN/ABN>
(Service Provider)

RECITALS

- A. GRDC requires the Services.
- B. The Service Provider is a supplier of the Services and has represented that it has the skills, training, qualifications, resources and relevant experience necessary to perform the Services.
- C. The Service Provider agrees to perform the Services in accordance with the terms and conditions of this Contract.

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

Signature of representative

Name of witness (print)

Name of representative (print)

Date

Date

<Choose provider entity from dropdown>

Operative provisions

1 INTERPRETATION

1.1 Definitions

In this Contract unless the context otherwise requires:

Accept means accepted by GRDC in accordance with clause 2.5 and **Acceptance** has the corresponding meaning.

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

Background IP means all Intellectual Property, other than Third Party IP, that is acquired, created or owned by a Party prior to the commencement of this Contract, or developed by a Party independently of this Contract, and made available by that Party for the Permitted Use.

Background Material means Background Data and Background IP.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory.

Commencement Date means the date specified in Item 3 of Schedule 1, or if no date is specified, the date on which this Contract was executed by the last Party to sign it.

Completion Date means the date specified in Item 4 of Schedule 1.

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

- (a) which is indicated in writing by a Party to be confidential; or
- (b) 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:

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

Conflict of Interest means any actual, potential or perceived commercial, private, or financial interest or duty, that interferes or conflicts with the Service Provider's obligations or duties to GRDC under this Contract or otherwise.

Consequential Loss means:

- (a) loss of business revenue or profit;

- (b) loss of reputation or good will;
- (c) loss of customers, business or any contract;
- (d) loss of opportunity;
- (e) loss of productivity;
- (f) loss arising from exchange rate fluctuation; and
- (g) special, exemplary, contingent, incidental or punitive damages; and

includes any costs or expenses in relation to the items described in paragraphs (a) to (g) above, but does not include the following types of Loss that may be suffered or incurred by GRDC:

- (a) costs of obtaining alternate services to the extent that such cost exceeds the amount that would have been payable to the Service Provider; and
- (b) costs of implementing remedial measures to work-around or compensate for any breach by the Service Provider of this Contract.

Contract means this document including the Schedules and any attachments to it or other documents expressly incorporated by reference.

Contract Data means Data captured, generated, produced or otherwise developed by the Service Provider in the course of providing the Services.

Contract IP means the Intellectual Property in the Contract Material and any other Intellectual Property created or generated by the Service Provider and/or any of its Personnel (whether alone, with GRDC or with any of GRDC's Personnel) in the course of performing, or otherwise in connection with, the Services.

Contract Material means all work product of the Service Provider of whatever nature arising in relation to the performance of the Services including the Milestones, Contract Data, documents, equipment, software (including source and object code versions), biological and genetic material (for example, germplasm), goods, information and data stored by any means including all copies and extracts.

Data means information, including information in raw or unorganised form which may be used for analysis.

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

Expenses means any reasonable direct out of pocket expenses or similar expenses incurred by the Service Provider in the performance of the Services that have been pre-approved by GRDC in writing and in accordance with clause 5.2 and Item 6 of Schedule 1.

Fees means the amount specified in Item 5 of Schedule 1.

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 Contract, including:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, and any other natural disaster;
- (b) epidemics or pandemics and any requirements of a government agency in response to an epidemic or pandemic;
- (c) failures of or faults in telecommunications systems or electricity supply or similar infrastructure or service; and

- (d) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, and labour strikes.

GRDC Authorised Representative means the person specified in Item 12 of Schedule 1 or any other person nominated by GRDC from time to time and notified to the Service Provider in writing.

GRDC Material means the material identified in Item 7 of Schedule 1 and any other Background Material provided to the Service Provider by or on behalf of GRDC for the Permitted Use.

GRDC Portal means the portal at <https://access.grdc.com.au> or as advised by GRDC from time to time.

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.

GST has the meaning in the GST Act.

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

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

- (a) patents or rights concerning any discovery, invention, process, process improvement, procedure, manufacturing method, technique or information regarding the chemical or genetic composition of materials (whether patentable or not);
- (b) trade marks, business names or trading styles (whether registered or not);
- (c) copyright material and similar or neighbouring rights;
- (d) registered or registrable designs;
- (e) plant breeder rights or other proprietary information concerning genetic or biological material or engineering processes;
- (f) trade secrets and know how;
- (g) eligible layouts or protectable computer programs;

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

Invoice means a correctly rendered tax invoice in respect of the Services that complies with the requirements of clause 5.3.

Key Person means the key Service Provider Personnel specified in Item 9 of Schedule 1.

Laws 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.

Loss means any liability, loss, action, claim, damage, injury, cost, charge, penalty, expense or diminution in value, including:

- (a) legal costs (on a solicitor and own client basis) and other costs incurred in connection with investigating, defending or settling any action or claim; and
- (b) that arising from damage or destruction to, or any loss of use of, any property or injury to or death of any person.

Milestone means an activity, item or thing that the Service Provider must complete or deliver as part of the Services in accordance with Schedule 2.

Milestone Report means a report demonstrating how a Milestone has been met.

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:

- (a) the right of attribution of authorship;
- (b) the right not to have authorship falsely attributed;
- (c) the right of integrity of authorship; and
- (d) any other rights of an analogous nature which now exist, or which may exist in the future, including, without limitation, moral rights under Part IX of the *Copyright Act 1968* (Cth).

Party means a party to this Contract.

Permitted Use means use for the purpose of performing the Services.

Personnel means a Party's employees, representatives, agents, officers, contractors and subcontractors and, in the case of the Service Provider, includes each Key Person.

Replacement Key Person means a person(s) who replaces a Key Person in accordance with clause 4.2.

Resolution Institute means the Resolution Institute ACN 008 651 232 which provides alternative dispute resolution services.

Schedule means a schedule to this Contract.

Services means the services set out in Item 2 of Schedule 1 and includes the Milestones specified in Schedule 2.

Service Provider Authorised Representative means the person specified at Item 12 of Schedule 1 or any other Service Provider Personnel nominated by the Service Provider from time to time and notified to GRDC in writing.

Service Provider Material means:

- (a) the material identified as the Service Provider Material in Item 8 of Schedule 1; and
- (b) any other Background Material provided by or on behalf of the Service Provider to perform the Services.

Term means the period commencing on the Commencement Date and ending on the Completion Date.

Third Party Data means Data obtained from a person other than GRDC and the Service Provider that is embodied in, or attached to, the Services or are otherwise necessarily related to the Services.

Third Party IP means all Intellectual Property and any material owned by a person other than GRDC and the Service Provider that is embodied in, or attached to, the Services or are otherwise necessarily related to the Services, but does not include widely available non-specialised commercial off-the-shelf software.

Third Party Material means Third Party Data and Third Party IP.

WHS Legislation means any applicable State, Territory or Commonwealth legislation, including Acts, Regulations and Codes of Practice, relating to work or occupational health and safety.

1.2 General

In this Contract 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 either 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) 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;
- (h) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a Party, annexure, exhibit and Schedule to, this Contract and a reference to this Contract includes any clause, annexure, exhibit and Schedule;
- (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) all monetary amounts are in Australian currency;
- (l) it is to be interpreted in accordance with the rules for the interpretation of Acts set out in the *Acts Interpretation Act 1901* (Cth);
- (m) all references to Minister are to be interpreted in accordance with the relevant Commonwealth, State or Territory interpretation of acts legislation; and
- (n) 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.
- (o) a reference to time is to time in Canberra in the Australian Capital Territory;
- (p) a promise, agreement, representation or warranty by two or more persons binds them jointly and severally;

- (q) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (r) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (s) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00pm on that day, it is taken to have occurred or been done on the next day; and
- (t) if anything under this Contract is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.3 Headings

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

1.4 Inconsistent terms

If there is any inconsistency between the provisions of this Contract, the provision in the higher ranked document listed below will prevail to the extent of the inconsistency:

- (a) these terms and conditions;
- (b) Schedule 2;
- (c) Schedule 1;
- (d) any attachments (and, as between them, in the order they appear); and
- (e) any document expressly incorporated by reference.

2 SERVICES

2.1 Provision of the Services

The Service Provider must perform the Services in accordance with the terms and conditions of this Contract.

2.2 Conduct of the Services

The Service Provider must:

- (a) perform the Services to the reasonable satisfaction of GRDC;
- (b) without limiting clause 2.2(a), perform the Services with a standard of care, professional skill and diligence that would be exercised by a competent supplier of services similar to the Services;
- (c) comply with the requirements of this Contract including completing or achieving the Milestones in accordance with this Contract;
- (d) rectify any defects or omissions in carrying out the Services at its own cost, to the reasonable satisfaction of GRDC;
- (e) perform the Services in accordance with GRDC's policies and procedures as notified in writing to the Service Provider;
- (f) comply with all applicable Laws in providing the Services;
- (g) provide the Services without breaching any obligation to any other person or infringing the Intellectual Property or Moral Rights of any other person;

- (h) provide any reports about the Services that GRDC requests from time to time; and
- (i) not have, or after the date of this Contract accept, any obligations to any person that will or may interfere with the Service Provider's ability to perform the Services in accordance with this Contract.

2.3 Conflicts

- (a) The Service Provider warrants that neither the Service Provider nor its Personnel have, at the date of signing this Contract, any Conflicts of Interest.
- (b) During the Term, the Service Provider must:
 - (i) promptly notify GRDC of any actual, potential or perceived Conflict of Interest; and
 - (ii) comply with any written or oral direction from GRDC, including any general procedures notified to the Service Provider from time to time, to manage that Conflict of Interest.

2.4 Non-exclusive supply

Nothing in this Contract prevents GRDC from obtaining services the same as or similar to the Services from any other supplier.

2.5 Review and Acceptance of Milestone Reports

- (a) The Service Provider must submit a Milestone Report:
 - (i) unless otherwise notified by GRDC, via the GRDC Portal; and
 - (ii) in accordance with, and by the dates specified in, this Contract.
- (b) The Service Provider must notify GRDC immediately if there are any technical issues or otherwise that would prevent the submission of a Milestone Report via the GRDC Portal.
- (c) Within 14 days of receiving a Milestone Report GRDC must determine, in its absolute discretion acting reasonably, whether or not to Accept the Milestone Report by assessing whether it adequately demonstrates that the Milestones have been met.
- (d) GRDC must notify the Service Provider in writing as to whether GRDC has or has not Accepted the Milestone Report, including reasons for any non-acceptance.
- (e) If GRDC notifies the Service Provider under clause 2.5(d) that it has not Accepted a Milestone Report, the Service Provider must address the reasons for non-acceptance and resubmit the Milestone Report to GRDC for further review as soon as possible but no later than 14 days of receiving the notice of non-acceptance.

2.6 Achievement of Milestones

If the Service Provider repeatedly fails to meet one or more Milestones, or is delayed in delivering any 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 Service Provider:

- (a) reduce the scope of the Services;
- (b) reduce the Fees;
- (c) require repayment of some or all of the Fees paid to the Service Provider that have been wrongly expended or not irrevocably expended; and/or

- (d) terminate any licence granted to the Service Provider to use the Contract Material and Contract IP under this Contract.

3 WARRANTIES

The Service Provider warrants that:

- (a) it has the capacity and all authorisations to enter into this Contract;
- (b) it has and will maintain any licences, permits, approvals, consents or registrations necessary to perform the Services;
- (c) the Services will be fit for the purpose stated in Item 2 of Schedule 1 and Schedule 2;
- (d) each Milestone will be met by the dates specified in this Contract;
- (e) the Service Provider and its Personnel have the necessary skills, training, qualifications, and experience to perform the Services to the standards required under this Contract;
- (f) the information provided to GRDC by the Service Provider about the Service Provider's work experience and qualifications, and those of the Service Provider's Personnel, is true and correct;
- (g) it is unaware of any actual or potential grievance, complaint, proceeding or action that could have a material adverse effect on the Service Provider, its Personnel or their ability to comply with the Service Provider's obligations under this Contract;
- (h) it will promptly notify GRDC after becoming aware of a matter described in clause 3(g);
- (i) it will, and it will ensure that its Personnel will, if required to access or use GRDC's premises, facilities or equipment, comply with any directions, policies or procedures notified by GRDC (including security requirements);
- (j) it will promptly remedy any errors or defects in the Services at its own cost that are notified to the Service Provider by GRDC;
- (k) to the best of its knowledge, all Service Provider Material and Third Party Material used by or on behalf of the Service Provider, or provided to GRDC, in connection with the Services will be able to be used royalty-free for all reasonably foreseeable dissemination or use of Contract Material and Contract IP in accordance with this Contract; and
- (l) in carrying out the Services, it will not knowingly breach any Intellectual Property rights of any person.

4 PERSONNEL

4.1 Key Persons

The Service Provider must:

- (a) ensure that each Key Person (if any) is actively involved in performing the Services and performs his or her role in accordance with the requirements of this Contract;
- (b) ensure that each Key Person is aware of and complies with the Service Provider's obligations in performing the Services; and
- (c) notify the GRDC Authorised Representative promptly where a Key Person becomes:
 - (i) unable to perform the Services; or

- (ii) unwilling to comply with the requirements of clause 4.1(a),

and offer a Replacement Key Person who must be of at least equivalent skills, experience and qualifications to the Key Person to be replaced, or otherwise suitably qualified to perform the Services and his or her role, acceptable to GRDC.

4.2 Process to replace Key Person

The GRDC Authorised Representative must within 30 days after receiving notice under clause 4.1, either:

- (a) accept the Replacement Key Person, in which case the Service Provider must replace the Key Person with that Replacement Key Person; or
- (b) on reasonable grounds, reject the proposed Replacement Key Person. If this happens:
 - (i) the Service Provider must select and notify the GRDC Authorised Representative of an alternative Replacement Key Person within 7 days after the date it received notice of the rejection; and
 - (ii) if the Parties cannot agree on a suitable Replacement Key Person within 30 days after the GRDC Authorised Representative receives notice under clause 4.1, GRDC may immediately terminate this Contract.

4.3 Removal of Personnel

GRDC may, at its absolute discretion but acting reasonably, give written notice to the Service Provider's Authorised Representative requiring the Service Provider to remove any Personnel (including any Key Person) from performing the Services. The Service Provider's Authorised Representative must promptly arrange for the removal of those Personnel (including any Key Person) from performing the Services and their replacement with Personnel acceptable to GRDC.

4.4 Personnel management obligations

The Service Provider must:

- (a) 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 imposed on an employer which apply to the Service Provider or its Personnel;
- (b) comply with all requirements imposed on an employer to keep records, lodge returns and provide information in relation to the obligations referred to in clause 4.4(a); and
- (c) on request, provide to GRDC evidence that the Service Provider has complied with these obligations.

5 PAYMENTS

5.1 Fees

- (a) Unless stated otherwise, the Fees are inclusive of GST.
- (b) The Fees include all other taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas and are fixed for the term of this Contract.
- (c) Subject to this Contract, GRDC will pay the Service Provider the Fees.

- (d) GRDC's obligation to pay the Service Provider the Fees is subject to performance of the Services (and where applicable, Acceptance of the relevant Milestone Report) by the due date to GRDC's reasonable satisfaction.

5.2 Expenses

- (a) GRDC will only pay for Expenses if specified in Schedule 1 or GRDC has provided prior written approval, and the Service Provider complies with this clause 5.2.
- (b) Until approved by GRDC in accordance with clause 5.2(a), the Service Provider agrees and acknowledges that the cost of all Expenses is at the risk of the Service Provider.
- (c) To claim a pre-approved Expense, the Service Provider must provide relevant certification, evidence or supporting documentation in relation to the payment of the Expense at the time of submitting an Invoice.
- (d) When incurring Expenses, the Service Provider must:
 - (i) take advantage of any preferential purchase rates for products and services that are available to it; and
 - (ii) demonstrate to GRDC that the Expenses are reasonable and represent best value for money in the circumstances.
- (e) Any Expenses incurred under this Contract must not exceed any cap identified in Schedule 1 without GRDC's prior written consent.

5.3 Invoices

- (a) The Service Provider must submit an Invoice to GRDC detailing the Fees and any Expenses for the Services in accordance with the requirements of this clause 5.3.
- (b) An Invoice is correctly rendered if:
 - (i) it includes the following information:
 - (1) the relevant details of this Contract (including the name, reference and the GRDC project number as applicable);
 - (2) the correct Invoice amount;
 - (3) details of the Fees, the Services that are the subject of the Invoice (including the relevant Milestone and Milestone Report), and the period of time during which the Services were performed;
 - (4) details of any Expenses, actually incurred and substantiated by supporting material to the reasonable satisfaction of GRDC;
 - (5) payment method details; and
 - (6) the name and phone number of the relevant GRDC Authorised Representative; and
 - (ii) it is a valid tax invoice in accordance with the GST Act.
- (c) Subject to this Contract, GRDC will pay an Invoice which complies with the requirements of this clause 5.3 within 30 days of receipt of the Invoice.

5.4 Withholding payment

Where the Service Provider's Invoice does not comply with clause 5.3, or GRDC is not reasonably satisfied with the performance of the Services or has not accepted any Milestone Report, GRDC may

withhold payment of part or all of the relevant Invoice until those matters have been rectified to the reasonable satisfaction of GRDC.

5.5 GST

- (a) In this clause 5.5, a word or expression defined in the GST Act has the meaning given to it in the GST Act.
- (b) Unless stated otherwise in Item 5 of Schedule 1, GRDC is not liable to pay the Service Provider to cover any GST liability of the Service Provider on any supply made under this Contract unless:
 - (i) the Service Provider is registered for GST purposes;
 - (ii) the Service Provider has rendered an Invoice in relation to such GST component and has provided any additional documentation required by GRDC to claim any input tax credits claimable in relation to the supply; and
 - (iii) such GST component is either:
 - (1) specified in Item 5 of Schedule 1 as a liability of GRDC in addition to the Fees; or
 - (2) is included in the Fees.

5.6 Financial records

The Service Provider must maintain and make available to GRDC (or its authorised agents) any financial records necessary to enable GRDC to confirm that the Service Provider has complied with the terms and conditions of this Contract.

6 INTELLECTUAL PROPERTY

6.1 Background Material

- (a) Nothing in this Contract affects a Party's ownership of its Background Material.
- (b) The Service Provider grants to GRDC a perpetual, irrevocable, non-exclusive, world-wide, royalty-free licence (including the right to sublicense) to use, reproduce, adapt, modify, communicate and exploit the Service Provider's Background Material for the purpose of receiving the full benefit of the Services, including to the full extent necessary in order for GRDC to enjoy the Contract Material without limitation.
- (c) GRDC grants to the Service Provider a revocable, royalty free, non-exclusive licence to use GRDC's Background Material solely for the Permitted Use. The Service Provider must not use GRDC's Background Material for any other purpose.

6.2 Contract Material

- (a) Ownership of the Contract Material and Contract IP vests in GRDC upon creation.
- (b) GRDC grants to the Service Provider a revocable, royalty free, non-exclusive licence to use the Contract Material and Contract IP solely for the Permitted Use. The Service Provider must not use the Contract Material or Contract IP for any other purpose.

6.3 Third Party Material

To the extent that the Contract Material contains any Third Party Material, the Service Provider must obtain for GRDC permission to use that Third Party Material to enable GRDC to deal with the Contract

Material and Contract IP without limitation, including either an assignment or licence in favour of GRDC of Intellectual Property in that Third Party Material.

6.4 Moral rights

- (a) To the extent permitted by applicable Laws and for the benefit of GRDC, the Service Provider must, at GRDC's request:
- (i) give, where the Service Provider is an individual; and
 - (ii) ensure that each of the Personnel used by the Service Provider in the production or creation of the Contract Material gives,
- genuine consent in writing, to the Specified Acts, even if such an act would otherwise be an infringement of the Moral Rights of the consenting individual.
- (b) In this clause 6.4, Specified Acts means:
- (i) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
 - (ii) reproducing, communicating, adapting, publishing or exhibiting any Contract Material, without attributing authorship; and/or
 - (iii) adding any additional content or information to the Contract Material,
- where it is reasonable in the circumstances to deal with the Contract Material in such a way, but does not include false attribution.

6.5 Warranty

The Service Provider warrants that:

- (a) it is entitled, or will be entitled to, or will ensure it will be entitled, at the relevant time, to deal with the Intellectual Property or Moral Rights in respect of any Contract Material, Contract IP and Service Provider Material in the manner provided for in this clause 6.
- (b) in performing the Services, it will not infringe the Intellectual Property rights or Moral Rights of any person; and
- (c) the Contract Material and Contract IP (or its use by GRDC) will not infringe the Intellectual Property rights or Moral Rights of any person, or otherwise breach any obligations of confidence or other legal obligations.

6.6 Protection and restriction of Contract Materials

- (a) The Service Provider agrees to do all things reasonably necessary, including signing any documents, to:
- (i) give effect to this clause 6; and
 - (ii) enforce and protect the Contract Materials and associated Intellectual Property,
- but does not include applying for the registration of any Contract IP and any costs associated with such registration.

- (b) The Service Provider must notify GRDC immediately after becoming aware of any suspected or actual infringement, or unauthorised use or distribution, by any person of any of the Contract Materials or Contract IP.
- (c) The Service Provider must provide (at its cost, unless otherwise agreed in writing by GRDC) all assistance and documents requested by GRDC in relation to any proceedings that GRDC may take against any person for infringement, unauthorised use or unauthorised distribution of any of the Contract Materials or Contract IP.
- (d) The Service Provider must not apply for or attempt to acquire any Intellectual Property that is the same as, or substantially identical to the Contract Materials or any associated Intellectual Property, without the prior written consent of GRDC.

6.7 Contract Data

- (a) The Service Provider must provide GRDC with all Contract Data captured, generated, produced or otherwise developed by it promptly upon such Contract Data coming into existence.
- (b) Except as expressly permitted under this Contract, the Service Provider must not:
 - (i) use any Contract Data for any purpose;
 - (ii) publish any Contract Data, or otherwise disclose any Contract Data to any third party; or
 - (iii) retain any Contract Data following the expiration or termination of this Contract.
- (c) The Service Provider must take reasonable steps to ensure that Contract Data it holds is protected against:
 - (i) misuse, interference and loss; and
 - (ii) unauthorised access, modification or disclosure.
- (d) In addition to any rights under any other clause of this Contract, GRDC may use, disclose, reproduce, modify or publish any Contract Data in any manner as it sees fit.

7 GRDC MATERIAL

7.1 Use of GRDC Material

GRDC excludes all warranties regarding the accuracy, completeness or suitability for any purpose of the GRDC Material and the Service Provider uses that GRDC Material at its own risk.

7.2 Custody

The Service Provider:

- (a) is responsible for the GRDC Material (including any loss or damage to it) for as long as the GRDC Material is in the possession or control of the Service Provider;
- (b) must take reasonable steps to ensure that GRDC Material it holds is protected against:
 - (i) misuse, interference and loss; and
 - (ii) unauthorised access, modification or disclosure; and
- (c) must promptly return all GRDC Material (including any Background Material) as soon as:
 - (i) the Services for which the GRDC Material was being used have been completed; or
 - (ii) this Contract ends.

8 CONFIDENTIALITY

8.1 Confidential Treatment

The Recipient must, subject to this Contract:

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

8.2 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 Confidential Information to its Personnel and legal and financial advisors who have a need to know for the purposes of this Contract (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 acquire access to Confidential Information of the Discloser keep the Confidential Information confidential and only use the Confidential Information for the purpose for which it was disclosed;
 - (ii) any of the abovementioned Personnel and advisors who cease to be Personnel or advisers continue to be bound by such obligations of confidentiality; and
 - (iii) the Recipient enforces such obligations of confidentiality;
- (b) comply with requirements of a court, parliamentary, governmental or administrative authority or applicable Laws 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, disclose the Confidential Information in response to parliamentary questions, ministerial inquiries, reporting obligations and inquiries conducted by or on behalf of the Auditor General of the relevant State or Territory government or the Auditor General of the Commonwealth of Australia.

8.3 Written undertaking

- (a) GRDC may at any time request the Service Provider to give, and to arrange for its Personnel engaged in the performance of the Services to give, written undertakings in a form required by GRDC, relating to the non-disclosure of Confidential Information.
- (b) If the Service Provider receives a request under this clause 8.3 it must arrange promptly for all such undertakings to be given.

8.4 Notification to GRDC

The Service Provider must:

- (a) immediately notify GRDC if the Service Provider:
 - (i) suspects or becomes aware of any unauthorised copying, use or disclosure in any form; or
 - (ii) is required by law to disclose any Confidential Information;
- (b) comply with any reasonable direction regarding a suspected or actual breach; and
- (c) not alter, modify, tamper with or reverse engineer any part of the Confidential Information that is software or attempt to do so.

8.5 Actions on termination

On termination of this Contract, or earlier on reasonable request by the Party disclosing the Confidential Information, the Party who has received the Confidential Information must promptly return to that Party or destroy any or all copies of Confidential Information, in which case (subject to any continuing licences) any right to use, copy and disclose that Confidential Information ceases. However, a Party may retain records as required under statutory record keeping obligations, and the obligation of confidentiality continues beyond the termination or expiry of this Contract.

9 PUBLICATIONS

9.1 Publication of material

If the Services require the Service Provider to publish any material, the Service Provider may only publish material which:

- (a) has been approved in writing by the GRDC Authorised Representative;
- (b) carries a disclaimer which has been supplied by or otherwise authorised by the GRDC Authorised Representative; and
- (c) if such material refers to particular research, researchers or proprietary products, has been approved by the relevant researcher, proprietor or other interested party.

9.2 Written consent

The Service Provider must obtain written consent from GRDC before it:

- (a) uses the names Grains Research and Development Corporation or GRDC or any trademark or logo of GRDC; or
- (b) makes a public statement about this Contract.

10 LIABILITY

10.1 Indemnity

The Service Provider must indemnify and keep indemnified GRDC and its Personnel from and against any Loss arising from:

- (a) any negligent or unlawful act or omission or wilful misconduct by the Service Provider or its Personnel in performing the Services;

- (b) any breach by the Service Provider of its obligations under this Contract;
- (c) any breach of any law or any duty or infringement of any person's legal rights by the Service Provider or its Personnel; or
- (d) any claim or proceedings alleging that in performing the Services the Service Provider has infringed the Intellectual Property or Moral Rights of any person, or that any part of the Contract Material or Contract IP or its use infringes the Intellectual Property or Moral Rights of any person.

10.2 Contribution

The Service Provider's liability to indemnify GRDC under clause 10.1 will be reduced proportionately to the extent that any negligent act or omission of GRDC or its Personnel contributed to the relevant Loss.

10.3 Non-exclusive remedies

The right of GRDC to be indemnified under clause 10.1 is in addition to and not exclusive of any other right, power or remedy provided by law.

10.4 Consequential Loss

Notwithstanding any other clause of this Contract, neither Party will be liable to the other for any Consequential Loss.

10.5 Insurance

- (a) The Service Provider must:
 - (i) take out and maintain valid and enforceable insurance policies as specified in Item 10 of Schedule 1; or
 - (ii) indicate in Item 10 of Schedule 1 how its existing arrangements will satisfy the requirements under this clause 10.5 and specified in Item 10 of Schedule 1 (i.e. if the Service Provider self-insures and the details relating to this arrangement).
- (b) Where applicable, each policy of insurance must:
 - (i) be obtained from a reputable insurance company, with all normal risks and with no unusual exclusions or levels of deductibles; and
 - (ii) be maintained for the period commencing on the Commencement Date and ending at least two years after the expiry or termination of this Contract or provide insurance on an occurrence basis.
- (c) The Service Provider must on request by GRDC provide certificates of currency from the Service Provider's insurers or other information certifying that it has the insurances required by clause 10.5.

11 DISPUTE RESOLUTION

11.1 Parties to seek to resolve disputes directly

- (a) The Parties must first seek to resolve any dispute or difference (**Dispute**) about this Contract or its operation, in accordance with this clause 11.
- (b) A Party claiming a Dispute has arisen must give a notice in writing to the other Party setting out the nature of the Dispute (**Dispute Notice**).

- (c) Within 3 Business Days of receipt of the Dispute Notice (or such other period agreed by the Parties), the Dispute must be referred to the senior executives (or their nominees) nominated by each of the Parties, who must meet and use their best endeavours to resolve the Dispute.

11.2 Initiating mediation

- (a) If the Dispute is not resolved within 15 Business Days after receipt of the Dispute Notice either Party may request the other attend mediation by written notice specifying the nature of the Dispute and the proposed mediator.
- (b) Within 10 Business Days after receipt of the Mediation Notice, the Parties must use best endeavours to agree on the mediator. If the Parties fail to agree on the mediator within that time, then the Parties will refer the Dispute to a person nominated by the Chair of the Australian Capital Territory Chapter of the Resolution Institute, and the Parties must accept that person's nomination as mediator.
- (c) Each Party must pay an equal share of the mediator's fees and the mediation venue costs.

11.3 Attending mediation

- (a) Each Party must be represented at the mediation by a person with authority to settle the Dispute.
- (b) Any information disclosed in connection with mediation remains confidential and is privileged from disclosure to third parties or in evidence, except to enforce a settlement agreement reached at the mediation.
- (c) Any agreement reached at mediation will not be binding unless it is reduced to writing and signed by the Parties.

11.4 Litigation

If the Dispute is not resolved on completion of the mediation, either Party may initiate proceedings in the appropriate jurisdiction

11.5 Urgent relief

Nothing in this clause 11 prevents a Party from, at any time, seeking an urgent injunction from a court to prevent an apprehended breach of this Contract.

12 TERM AND TERMINATION

12.1 Term

This Contract remains in force for the Term, unless GRDC ends it earlier:

- (a) at any time by giving the Service Provider 30 days written notice;
- (b) by 3 months' written notice to the Service Provider if the Service Provider is prevented by a Force Majeure Event from undertaking its obligations under this Contract for a period of 60 days or more;
or
- (c) in accordance with clause 4.2 or clause 12.2.

12.2 Termination for default

GRDC may immediately terminate this Contract by giving notice to the Service Provider if:

- (a) the Service Provider commits a breach of any other provision of this Contract which is capable of remedy and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
- (b) the Service Provider commits a breach of any other provision of this Contract which is not capable of remedy;
- (c) the Service Provider disposes of the whole or any part of its assets, operations or business other than in the normal course of business;
- (d) any step is taken to enter into any arrangement between the Service Provider and its creditors;
- (e) subject to the *Treasury Laws Amendment (2017 Enterprise Incentives No 2) Act 2017* (Cth), the Service Provider becomes an “externally-administered body corporate” as defined in section 9 of the *Corporations Act 2001* (Cth) (or an equivalent circumstance arises if the Service Provider is not a body corporate) or is unable to pay its debts as they fall due;
- (f) the Service Provider ceases to carry on business;
- (g) a warranty given by the Service Provider in this Contract is or becomes untrue;
- (h) in GRDC's reasonable opinion, something happens that is likely to have a material adverse effect on the Service Provider or its ability to comply with its obligations to GRDC;
- (i) a Conflict of Interest arises in relation to the Service Provider or any of its Personnel that cannot be promptly resolved to GRDC's reasonable satisfaction;
- (j) the Service Provider has been named as a person or organisation under the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2008* on the list of proscribed persons and entities;
- (k) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the Service Provider's assets or business; or
- (l) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Service Provider's assets or business.

12.3 Consequences of termination

- (a) If this Contract is terminated under clause 12.1(a) and 12.1(b), GRDC is only liable for:
 - (i) payments under clause 5 rendered in accordance with this Contract before the effective date of termination; and
 - (ii) reasonable costs actually incurred by the Service Provider and directly attributable to the termination provided that:
 - 1. the Service Provider substantiates these costs to the satisfaction of GRDC; and
 - 2. any amounts claimed under this clause 12.3(a) must not exceed the total Fees payable under this Contract.
- (b) If this Contract is terminated under clauses 12.1(c) or 12.2, without limiting any other right or remedy of GRDC, the Service Provider must pay any Loss incurred by GRDC directly in relation to the termination including to procure replacement services.
- (c) After termination or expiration of this Contract:

- (i) the Service Provider must:
 1. cease using all Contract Material, Contract IP and GRDC Material;
 2. promptly deliver all Contract Material and Contract IP to GRDC that have been created by, or for, the Service Provider but not previously delivered to GRDC; and
 3. stop providing the Services and minimise its loss; and
- (ii) the Service Provider must return all GRDC Material to GRDC.
- (d) Any accrued rights or remedies of either Party are not affected by termination under this clause 12.

12.4 Survival

The provisions of clauses 1 (Interpretation), 3 (Warranties), 4.4 (Personnel management), 6 (Intellectual Property), 7 (GRDC Material), 8 (Confidentiality), 10 (Liability), 12.3 (Consequences of termination), 13 (Right of set-off), 16 (Privacy), 18 (Audit and access), 19.3(a) (Subcontracting), 20(b) and 20(c) (Modern Slavery), 22.6 (Severance) and 22.14 (Governing Law) and any other term which, by its nature, is intended to survive expiry or termination of this Contract will survive expiry or termination of this Contract.

13 RIGHT OF SET-OFF

Upon expiration or termination of this Contract GRDC may, without prior notice to the Service Provider, withhold an amount of money not exceeding the amount which GRDC reasonably believes to be owed by the Service Provider to GRDC under this Contract or otherwise.

14 DEFENCE TRADE CONTROLS

14.1 DSGL technology

If the Services involve the use of any 'DSGL technology' (as defined in the *Defence Trade Controls Act 2012* (Cth)), the Service Provider:

- (a) is responsible for ensuring compliance with the *Defence Trade Controls Act 2012* 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 Services; and
- (b) must ensure that any DSGL technology made available to GRDC in connection with the Services 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* are disclosed to GRDC in writing.

14.2 Import and export

The Service Provider is responsible for ensuring compliance with any applicable Laws relating to the import or export of goods, and to cross-border transfers of information, by the Service Provider in connection with the Services, including any relevant requirements concerning tariffs, duties, clearances, treatments, chemical registrations and quarantine.

15 NOTICES

15.1 Notice in writing

All notices or communications given pursuant to this Contract must be:

- (a) in writing;
- (b) signed by the Party giving the notice; and
- (c) delivered by hand, sent by pre-paid express post or transmitted by Electronic Communications to the Authorised Representative of the other Party at the address of that Party set out in Item 11 of Schedule 1, or such other address as may be advised by a Party in writing from time to time.

15.2 Receipt

A notice or communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid express post within Australia, within 2 Business Days of the date on which it was sent; and
- (c) if sent by Electronic Communications, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth).

16 PRIVACY

16.1 Meanings in the Privacy Act

In this clause 16 'Agency', 'Australian Privacy Principles' (**APPs**), 'Contracted Service Provider', 'Personal Information' and 'Registered APP Code' have the same meanings as their corresponding definitions in section 6 of the *Privacy Act 1988* (Cth) (the **Privacy Act**) and Service Provider means the 'Contracted Service Provider' under this Contract.

16.2 Obligation

- (a) When performing the Services, the Service Provider must:
 - (i) comply with the Privacy Act in respect of the Personal Information;
 - (ii) carry out and discharge the obligations contained in the APPs as if it were an Agency;
 - (iii) only use or disclose Personal Information obtained, held or controlled by it in connection with this Contract:
 - (1) for the purposes of fulfilling its obligations under this Contract; and
 - (2) only to the extent that those obligations comply with the APPs and any Registered APP Code which is binding on a Party to this Contract;
 - (iv) not do, or fail to do, any act or engage in any practice which would breach any provision of the APPs (including in relation to collection of Personal Information and obtaining of privacy consents), or an applicable Registered APP Code (if any) which, if done or engaged in by GRDC, as an Agency, would be a breach of that provision;
 - (v) comply with further privacy-related procedures in relation to the Services which GRDC may provide to the Service Provider.

- (vi) ensure that any Personnel of the Service Provider who has access to the Personal Information in connection with this Contract is made aware of and undertakes to comply with privacy obligations which are at least equivalent with the obligations of the Service Provider as set out in this clause 16;
- (vii) immediately notify GRDC of any breach or possible breach of any of the obligations contained in, or referred to in, this clause 16, whether by the Service Provider or its Personnel (including any subcontractor); and
- (viii) disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with an APP or a Registered APP Code binding a Party to this Contract, provided that before doing so, the Service Provider:
 - (1) promptly notifies GRDC of the request;
 - (2) consults with GRDC about the form and content of any disclosure required; and
 - (3) only discloses such content as is necessary to comply with section 95C of the Privacy Act.

17 WORK HEALTH AND SAFETY

17.1 Service Provider's obligation

The Service Provider must comply with and ensure all of its Personnel comply with obligations under the applicable WHS Legislation and ensure any of its Personnel (whether on GRDC premises or not) comply with any safety and conduct rules notified to it by GRDC. This includes, so far as is reasonably practicable, an obligation to consult, co-operate, and co-ordinate activities with GRDC or GRDC's Personnel.

17.2 Acknowledgement and warranty

The Service Provider acknowledges it has a duty under the applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of the Service Provider and its Personnel and represents and warrants that the Service Provider has:

- (a) given careful, prudent and comprehensive consideration to the work health and safety issues that may arise in the course of performing the Services; and
- (b) devised and implemented a method of performance of that work that complies with, and includes a system for identifying and managing work health and safety risks which complies with, the applicable WHS Legislation.

17.3 Other

GRDC may direct the Service Provider to take specified measures that GRDC considers reasonably necessary to comply with the applicable WHS Legislation, in relation to the Services. The Service Provider must comply and ensure its Personnel comply with any such directions.

18 AUDIT AND ACCESS

18.1 Audit

- (a) The Service Provider must grant access, at all reasonable times, to its premises, records, accounts and other material relevant to this Contract, including Contract Material, however and wherever stored or located, in the custody, possession or control of the Service Provider or its Personnel to:
 - (i) GRDC or any person authorised in writing by GRDC; and
 - (ii) GRDC's auditors.
- (b) In the case of documents or records stored on a medium other than in writing, the Service Provider must make available on request and at no expense to GRDC such facilities as may be necessary to enable a legible reproduction to be created.

18.2 Access

- (a) In this clause 18.2, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).
- (b) The Service Provider acknowledges that this Contract is a Commonwealth contract.
- (c) Where GRDC has received a request for access to a document created by, or in the process of being created by, the Service Provider or any subcontractor (appointed in accordance with this Contract) that relates to the performance of this Contract (and not to the entry into the Contract), GRDC may at any time by written notice require the Service Provider to provide the document to GRDC and the Service Provider must, at no additional cost to GRDC, promptly comply with that notice.

18.3 Subcontracting requirements

If the Service Provider has subcontracted its obligations in accordance with this Contract, the Service Provider must ensure that its contract with the subcontractor contains a clause giving GRDC rights equivalent to those under this clause 18.

19 SUBCONTRACTING

19.1 Prior written approval

The Service Provider must not, without the prior written approval of GRDC or noting Item 13 of Schedule 1, subcontract the performance of any part of the Services.

19.2 Conditions

GRDC may impose any conditions or restrictions it considers appropriate in giving its approval under clause 19.1.

19.3 Service Provider responsible

- (a) The Service Provider is fully responsible for the performance of the Services even if the Service Provider has subcontracted the performance of any part of those Services.
- (b) The Service Provider must, in addition to any conditions or restrictions imposed by GRDC under clause 19.2, ensure the terms of its contract with the subcontractor enable the Service Provider to meet its obligations to GRDC, including imposing equivalent obligations on its subcontractors to

those imposed on the Service Provider in relation to privacy, confidentiality, work health and safety and audit and access.

20 MODERN SLAVERY

- (a) The Service Provider 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 Contract 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 Service Provider 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 Service Provider agrees that GRDC may take any reasonable actions to monitor, assess, audit and verify the Service Provider's compliance with its obligations under this clause 20.
- (d) If the Service Provider or its Group Member is in breach of any part of this clause 20, or GRDC reasonably suspects a breach, without prejudice to any other remedy which GRDC may have, GRDC may immediately terminate this Contract by written notice.

21 NATIONAL ANTI-CORRUPTION

- (a) The Service Provider acknowledges that in providing the Services to GRDC under this Contract, it is a “contracted service provider” for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- (b) The Service Provider must comply with any reasonable request, policy or direction issued by GRDC and otherwise cooperate with GRDC in relation to any action taken by GRDC required or authorised by the NACC Act.

22 GENERAL

22.1 Assignment

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

22.2 Discretion

Unless otherwise expressly contemplated, where a provision of this Contract 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.

22.3 Relationship

Nothing in this Contract or any circumstances associated with it or its performance give rise to any relationship of agency, partnership or employer and employee between GRDC and the Service Provider or between GRDC and the Service Provider's Personnel. The Service Provider must not represent itself

and must ensure that its subcontractors do not represent themselves, as being employees, partners or agents of GRDC.

22.4 Authority

The Service Provider must not incur any liabilities in GRDC's name or on its behalf, or pledge its credit.

22.5 Costs

Each Party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this Contract.

22.6 Remedies cumulative

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

22.7 Severance

If a provision in this Contract 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 Contract 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 Contract.

22.8 Waiver

A waiver by a Party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any other or subsequent breach.

22.9 Variation

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

22.10 Whole agreement

This Contract states all of the express terms of the agreement between the Parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

22.11 No reliance

The Service Provider has not relied on any statement by GRDC which has not been expressly included in this Contract.

22.12 Further assurances

Each Party must, at its own expense, do all things and execute all further documents necessary to give full effect to this Contract and the transactions contemplated by it.

22.13 Counterparts

This Contract may consist of a number of copies, each signed by one or more Parties to the Contract. If so, each signed copy is deemed an original and all signed copies together constitute one document. Executed counterparts of this Contract may be exchanged by email or other means of Electronic Communications.

22.14 Governing Law and jurisdiction

This Contract is governed by and construed in accordance with the laws in force in the Australian Capital Territory. 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.

22.15 Force Majeure

A Party will not be liable for any delay or failure to perform its obligations under this Contract 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 Contract as soon as, reasonably practicable.

Schedule 1

INFORMATION TABLE

Item	Topic	Details			
1	Reference No.	Contract Code:	<CONTRACT CODE>		
2	Services	<Enter information> Further details of the Services, including the relevant Milestones are provided at Schedule 2 to this Contract.			
3	Commencement Date	<Choose date>			
4	Completion Date	<Choose date>			
5	Fees	The Fees shall be paid in accordance with Schedule 2. The total Fees payable under this Contract must not exceed \$ <Amount> (excluding GST).			
6	Expenses	<Enter instructions> Subject to clause 5.2, the Service Provider may claim the following Expenses: <Enter instructions> 1 travel (including economy class airfares, taxis / car hire); 2 accommodation; 3 incidentals (reasonable meals only and capped at \$ <Amount> per day); and 4 <Enter information >. The total Expenses payable under this Contract must not exceed \$ <Amount> (excluding GST)			
7	GRDC Material	<GRDC Material> <Enter instructions>			
8	Service Provider Material	<Service Provider Material> <Enter instructions>			
9	Key Person	Name/title	Role	Date to be engaged	% time allocated to this project
		<Name>	<Role>	<date>	<%>
		<Name>	<Role>	<date>	<%>
		<Name>	<Role>	<date>	<%>
		<Enter instructions>			
10	Insurance	Public liability in the amount of at least \$10 million in respect of each claim; Professional indemnity insurance with a limit of at least \$5 million in respect of each claim; Workers compensation insurance, as required by law; Such other policies of insurance in relation to the Service Provider's business and assets and against such risks as are normally required by			

Item	Topic	Details	
		prudent persons carrying on a similar business, or as reasonably required by GRDC for the full replacement value of such assets.	
11	Address for Notices	GRDC	<Select office from dropdown>
		Service Provider	Post: <Enter information> Email: <Enter information>
12	Authorised Representative(s)	GRDC	<GRDC contract manager(s)>
		Service Provider	<Service Provider contract manager(s)>
13	Subcontractor/s	<Subcontractor/s> <Enter instructions>	

Schedule 2

SERVICES

As part of performing the Services, the Service Provider must meet the Milestones stipulated in the following table:

Milestone No.	Description	Fees payable (\$ (excluding GST)	GST amount	Total Fees payable (including GST)	Due date
1	<Description of Milestone>	<Amount>	<Amount>	<Amount>	<Choose date>
2	<Description of Milestone>	<Amount>	<Amount>	<Amount>	<Choose date>
3	<Description of Milestone>	<Amount>	<Amount>	<Amount>	<Choose date>
4	<Description of Milestone>	<Amount>	<Amount>	<Amount>	<Choose date>
Total				<Amount>	