DATE

«Applicant»

«Service\_Provider»

«Address\_1»

Via email: «Email»

Dear «Salutation» «Applicant»

**«ID» «Contract\_Title»**

I am pleased to inform you that «Service\_Provider» **(Organisation)** has been successful in its application for a Grains Research and Development Corporation **(GRDC)** Grower and Adviser Study Tour Award **(Award).**

To benefit the Australian grains industry, the GRDC grants your Organisation the award funds specified in Item 2 of the attached Schedule **(Award Funds)** to undertake the activities described in Item 3 of the Schedule **(Activities)**.

The guidance note in Attachment 1 will assist GRDC in distributing the learnings and activities of your tour and in delivering greater value to the Australian grains industry.

The terms of the Award are as follows:

1. The Award Funds must only be used for the Activities described in the Schedule.
2. Where circumstances change and the Activities or purpose of the study tour are, in GRDC’s opinion, significantly different to what was described in the Organisation’s application, GRDC may in its sole discretion increase, decrease or require the Organisation to return (partially or in full) the Activity Funds to the GRDC. Where Activity Funds are required to be returned to the GRDC, the GRDC will notify the Organisation in writing.
3. The GRDC will make the payment associated with the Milestone specified in Item 7 of the Schedule within four weeks of approving the Milestone.
4. Your Organisation must submit a written report to the GRDC via the Grains Investment Portal in relation to the Milestone by the relevant due date specified in Item 7 of the Schedule.
5. Your Organisation will retain ownership of the copyright in any Milestone report prepared by it, however, by signing this agreement and receiving the Award Funds your Organisation:
   1. grants a perpetual, irrevocable, worldwide, royalty free license to the GRDC to use and reproduce the material contained in that Milestone report for GRDC's purposes (including reporting to its stakeholders, including the government) or in pursuance of the functions of GRDC arising under the *Primary Industries Research and Development Act 1989;* and
   2. agrees not to disseminate any confidential information contained in that Milestone report (including information which the GRDC notifies as being confidential) without the prior written consent of the GRDC.
6. Your Organisation will maintain accurate, complete and up to date accounts and records relating to the expenditure of the funds for the purpose of enabling the GRDC to confirm that your Organisation has complied with the terms of this agreement.
7. The GRDC will not be responsible for:
   1. any liability, loss, damage, injury, cost, claim or penalty (Liability) suffered or incurred by you or your Organisation (including any of its agents, employees, contractors, associates or officers (Agents)) or any other person; or
   2. any loss, damage or destruction to, or any loss of use of, or other liability in respect of, any property or equipment owned by your Organisation (including any of its Agents) or any other person;

in connection with the performance of the terms of this agreement or in the carrying out of the Activities.

1. Your Organisation indemnifies the GRDC and its Agents against all Liability relating to the carrying out of the Activities that may be suffered or incurred by the GRDC or any Agent of the GRDC as a consequence of:
   1. any unlawful, negligent, reckless or deliberately wrongful act or omission by your Organisation or your Agents; or
   2. any breach of the terms of this agreement or any enforceable undertaking by your Organisation or your Agents given under this agreement.
2. The indemnity in paragraph (h) will be reduced to the extent that the Liability is caused or contributed to by the unlawful, negligent, reckless or deliberately wrongful act or omission of the GRDC or its Agents.
3. Your Organisation must maintain in force, at an adequate level, all appropriate insurances including if appropriate travel insurance and associated medical cover, and provide details and/or evidence of those insurances to the GRDC as required.
4. By entering into this agreement neither your Organisation nor any of its Agents become an employee, partner or agent of the GRDC nor are they entitled to represent themselves as having the authority to act for or on behalf of, or otherwise to legally bind, the GRDC.

Please acknowledge your Organisation's agreement to the above terms by signing and returning to me the enclosed copy of this letter.

Yours sincerely

**[insert signatory to letter]**

**«Service\_Provider»** accepts the offer made by the **GRAINS RESEARCH AND DEVELOPMENT CORPORATION** set out above and agrees to comply with the above terms and conditions.

|  |  |  |
| --- | --- | --- |
| **SIGNED** as authorised representative for <FULL LEGAL NAME OF PROVIDER>, ABN <Provider ACN/ABN> |  | In the presence of |
| Signature of authorised representative  By executing this contract the signatory warrants that the signatory is duly authorised to execute this contract on behalf of <FULL LEGAL NAME OF PROVIDER>, ABN <Provider ACN/ABN>. |  | Signature of witness |
| Name of authorised representative (print) |  | Name of witness (print) |
| Date |  |  |

# **·SCHEDULE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item** |  | **Details** | | | |
| **1** | **Award title and No.** | «ID» «Contract\_Title» | | | |
| **2** | **Award Funds** | Total excluding GST $ | | | |
| **3** | **Activities** | As described in the Application «ID» submitted via email to tenders@grdc.com.au | | | |
| **4** | **Start Date** |  | | | |
| **5** | **End Date** |  | | | |
| **6** | **Contact and address** | **GRDC** | Jessie Maclean  Email: [Jessie.maclean@grdc.com.au](mailto:Jessie.maclean@grdc.com.au) Postal Address: PO Box 5367  Kingston ACT 2604 Australia | | |
| **Organisation** | «Applicant»  Email: «Email»  Postal Address: «Address\_1» | | |
| **7** | **Milestone Number** | **Description** | | **Due date** | **Amount Payable** |
|  | 101 | Organisation provides a signed Agreement and associated invoice to GRDC | | N/A |  |
|  | 102 | Final report and associated invoice | |  |  |

# **·ATTACHMENT 1.**

# **GRDC places a high importance of dissemination of learnings from study tours to help others improve their understanding of issues, develop networks, and to support practice change on-farm.**

# As such, please take the below into consideration:

# GRDC may produce a **GroundCover** article discussing the findings of your tour, please ensure an appropriate tour participant/organiser is available if contacted by GRDC or a GRDC representative.

# Use the hashtag **#GRDCStudyTour** for all relevant social media posts so GRDC and others can follow the tour.

# High quality **photos** can add value to the Final Report and other communication material.

# **GRDC Social Media accounts**

# Facebook: <https://www.facebook.com/theGRDC>

# Twitter: <https://twitter.com/theGRDC>

# YouTube: <http://www.youtube.com/user/theGRDC>

# LinkedIn: <http://www.linkedin.com/company/thegrdc>

If you would like further advice from GRDC a Grower Relations Manager may be able to assist:

**GRDC Grower Relations Managers**

Western region: Jo Wheeler [Jo.Wheeler@grdc.com.au](mailto:Jo.Wheeler@grdc.com.au)

Luke Dawson [Luke.Dawson@grdc.com.au](mailto:Luke.Dawson@grdc.com.au)

Berin Gibbons [Berin.Gibbons@grdc.com.au](mailto:Berin.Gibbons@grdc.com.au)

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