7 March 2023

«Salutation» «First\_Name» «Last\_Name»

«Job\_Title»

«Service\_Provider»

«Address»

Via email: «Email»

Dear «Salutation» «Last\_Name»

|  |  |
| --- | --- |
| **«ID»** | **Conference Sponsorship: «Contract\_Title»** |

I am pleased to inform you that «Service\_Provider» (**your** **Organisation**) has been successful in its request to the Grains Research and Development Corporation (**GRDC**) for GRDC Conference Sponsorship Funds.

GRDC will provide $**«Agreed\_\_funded» plus GST** (**Funds**) to your Organisation to undertake the activities described in your request (**Activities**), as amended by GRDC.

Before providing your Organisation with the Funds, GRDC requires your Organisation to agree to the following terms:

(a) In consideration of GRDC providing the Funds, your Organisation will provide GRDC with the following benefits:

* Event details uploaded by your Organisation onto the [Events](https://grdc.com.au/events/list/submit-an-event) page of GRDC website:

<https://grdc.com.au/events/submit-an-event>

* «entitlements»

(b) The Funds will only be used for the Activities described in the sponsorship letter.

(c) If for any reason, any part of the Funds that have already been paid by GRDC are not used for the Activities, that part of the Funds must be returned to GRDC.

(d) Within 2 months of the conference completion date, your Organisation must provide GRDC with a **Final Report** submitted via the Grains Investment Portal.

(e) Your Organisation will retain the ownership of the copyright in any report prepared by it, including the Final Report. However, by signing this agreement your Organisation:

(i) grants a perpetual, irrevocable, worldwide, royalty free licence to GRDC to use and reproduce the material, including any confidential information, contained in that report; and

(ii) agrees not to disseminate any confidential information contained in that report (including information which GRDC notifies as being confidential) without the prior consent of GRDC.

(f) Your Organisation will maintain adequate accounts and records relating to the expenditure of the Funds for the purpose of enabling GRDC to confirm that your Organisation has complied with the terms of this letter

(g) GRDC will not be responsible for:

(i) any liability, loss, damage, injury, cost or penalty (**Liability**) incurred by your Organisation (including any of its agents, students, employees, contractors, associates or officers (**Agents**) or any other person; or

1. 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 letter or in the carrying out of the Activities.

(h) Your Organisation must indemnify and keep GRDC and its Agents indemnified against all Liability relating to the carrying out of the Activities that may be incurred by GRDC or any Agent of GRDC as a consequence of:

## (i) any unlawful, negligent, reckless or deliberately wrongful act or omission by your Organisation or your Agents; or

(ii) any breach of the terms of this agreement or any enforceable undertaking by your Organisation or your Agents given under this agreement.

The indemnity under this paragraph (i) 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 GRDC or its Agents.

(i) 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 GRDC as required.

(j) By entering into this agreement neither your Organisation nor any of its Agents become an employee, partner or agent of GRDC nor are they entitled to represent themselves as having the authority to act for or on behalf of, or otherwise to legally bind, GRDC.

(k) GRDC will pay:

**(i) 75% of the award on receipt of a signed copy of this agreement and a valid tax invoice; and**

**(ii) 25% of the award on receipt and approval by GRDC of the Final Report and a valid tax invoice.**

Invoices must clearly set out the amount due for payment, the GST component if applicable, a description of the activities undertaken, the contract ID, and your Organisation’s ABN.

Yours sincerely

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**«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** for and on behalf of **«Service\_Provider»** by its duly authorised representative: | )))))) | ...................................……................  Name:  Title: |
|  |  | Date : |