

EADRA GUIDANCE DOCUMENT

Sourcing and appointing an Efficiency Advocate in a cost shared EAD response

INTRODUCTION

This guidance document is provided to Parties to the Emergency Animal Disease Response Agreement (EADRA) to facilitate a common understanding of the principles and processes used for sourcing and appointing an Efficiency Advocate in an EAD response.

1. PURPOSE OF THIS GUIDANCE DOCUMENT

The purpose of this guidance document is to facilitate a common understanding of the specific principles and processes for sourcing and appointing an Efficiency Advocate (EA) in an EAD response. This guidance document should be read in conjunction with the Emergency Animal Disease response Agreement (EADRA).

2. BACKGROUND

a) **Clause 2.1** of the EADRA provides a definition of an Efficiency Advocate:

“Efficiency Advocate” is a person appointed to assist with the implementation of an EADRP in accordance with the requirements of the EADRA and the agreed EADRP. The intent is to provide assurance to the Parties that a Cost Shared response is being conducted as described in an effective and efficient manner....” (See [Appendix A](#)).

b) **Clause 13.3** of the EADRA state that

“...NMG must consider obtaining from independent sources of their choosing advice about the efficiency of the EADRP to assist their deliberations.” (See [Appendix A](#)).

c) The EADRA Workshop XII of March 2003 tasked AHA to set up a working group to progress issues identified in the LPAI incident in Victoria in January 2012. The working group activities relate to:

- i. Industries which are not Parties to the Deed (clause 10.8) and
- ii. The appointment of an efficiency advocate (clause 13.3).

d) The working group developed a document *“Advice to NMG on EADRA matters: Appointment of an Efficiency Advocate”* which was formally made available to the NMG secretariat for use in future responses

e) The advice to NMG included:

- i. A recommendation that a standing agenda item “Efficiency Advocate” be added to NMG meetings on EAD responses.
 - ii. A recommendation that as soon as NMG approves the invoking of cost sharing¹, following advice from CCEAD of an appropriate EADRP and usually at NMG’s first meeting for an incident, NMG should consider the appointment of an Efficiency Advocate who is to be an individual not involved with any party affected by the EAD response under consideration.
 - (a) If NMG decides not to appoint an Efficiency Advocate², the decision and the rationale for it must be documented in the NMG minutes.
 - iii. A recommendation that at subsequent NMG meetings or as otherwise required, during the course of the implementation of the EADRP, NMG should request progressive efficiency assessment reports.
- f) In response to a request from the National Biosecurity Committee (NBC), the EADRA Workshop XIII of March 2014 tasked AHA to set up a working group to prepare an EADRA Guidance Document on sourcing and appointing an EA.
- g) The Guidance Document was to include:
- i. A streamlined process for sourcing and appointing an EA
 - ii. A generic terms of reference,
 - iii. A process for identifying the required skill sets,
 - iv. Generic selection criteria
 - v. Contractual obligations
 - vi. The development and maintenance of a register of suitable candidates to perform the duties of an EA under the EADRA.
- h) This working group would work together with Plant Health Australia and the NBC secretariat who were progressing a wider project for sourcing and appointing an Efficiency Advocate for the EADRA, the Emergency Plant Pest Response Deed (EPPRD) and the National Environmental Biosecurity Response Agreement (NEBRA).

3. AGREED PRINCIPLES AND MECHANISMS

- a) AHA has provided advice to NMG for inclusion in the operating guidelines for NMG that the appointment of an EA be a standing agenda item for the first meeting of NMG in a response.
- b) A recommendation for the appointment of an EA should also be a standing agenda item for the first meeting of CCEAD.
- c) The appointment of an EA should also be included as a standard item within an Emergency Animal Disease Response plan (EADRP).
- d) An analysis of the requirements of the EADRA and the skillset required of an Efficiency Advocate can be found at Appendix B.
- e) The function of the Efficiency Advocate are:

¹ Note the costs of an efficiency assessment are cost sharable under the EADRA (*rf* clause 10.6(b)).

² A potential reason for not appointing an Efficiency Advocate could be a comparatively straight-forward and/or low-cost response.

- i. To confirm that the response is being implemented in accordance with the EADRA (or EPPRD, NEBRA)
 - ii. To confirm that the EADRP has been developed in alignment with AUSVETPLAN
 - iii. To confirm that the response is being implemented in accordance with the EADRP
 - iv. To confirm that the response is being implemented in the most effective³ and efficient⁴ manner
 - v. To gather sufficient evidence on the efficiency of the response to provide assurances to Funding Parties that their money is being spent wisely and providing value for money.
- f) The Efficiency Advocate should be **highly focused specifically on effectiveness and efficiency** – see definition of Efficiency Advocate in paragraph 2 a) above and Appendix A).
- i. Monitoring and Evaluation methodology describes efficiency as:
 - “Efficiency measures the outputs – qualitative and quantitative – in relation to the inputs. It is an economic term which signifies that the project uses the least costly resources possible, in both time and money, in order to achieve the desired results. This generally requires **comparing alternative approaches** to achieving the same outputs to see whether the most efficient process has been adopted.
 - ii. Effectiveness is defined as a measure of the extent to which an activity attains its objectives.
 - iii. Value for money is also an economic term and looks to the cost of achieving the outcomes. It is commonly assessed using a cost/benefit analysis.
- g) The EA function should also confirm that Industry personnel, both in the Livestock liaison and Specialist Advice function (where relevant) are being invited to contribute, and are contributing to the effectiveness and efficiency of the response.
- h) The EA function should also examine the efficiency of the processes described in the EADRP and make recommendations for improvement at the next review.
- i) The EA function should work with the lead agency to progress improvements that have been identified.
- j) There is a real danger that the **function of an EA could be over scoped** and an unrealistic expectation about the depth and breadth of what they must assess and deliver could result.
- k) There is no expectation that an EA will conduct an in depth assessment of all the processes and procedures in an EADRP, only sufficient to allow the EA to form a value judgement of the effectiveness and efficiency of the implementation of the EADRP and to allow the EA to provide assurances to Affected Parties that a Cost Shared response is being conducted in an effective and efficient manner.

³ Effectiveness is about doing the right task, completing activities, achieving goals, and producing the intended or expected result.

⁴ Efficiency is about doing things in an optimal way, for example doing it the fastest or in the least expensive way or performing or functioning in the best possible manner with the least waste of time, effort and resources.

- l) The Efficiency Advocate should not duplicate what the monitoring and evaluation or other review process is trying to achieve.
- m) A well planned and robust monitoring and evaluation process can provide data and information to inform the Efficiency Advocate to make a value judgement on efficiency.
- n) A set of evaluation questions could be developed which, if answered, could provide all the information required for an Efficiency Advocate to form an opinion on effectiveness and efficiency.
- o) These evaluation questions should inform the monitoring process so that the required data is collected automatically.
- p) The Efficiency Advocate should confirm as early as possible that the monitoring process is gathering the data required to make an evaluation and allow a value judgement to be made on effectiveness and efficiency.
- q) The Efficiency Advocate should not be confused with an audit. It is intended to be helpful and to improve the manner in which a response is implemented. For a comparison of the role of auditor and the Efficiency Advocate see Appendix D
- r) The Efficiency Advocate should gather sufficient financial and economic data to allow a value judgment to be made on efficiency and should not duplicate the financial investigation and financial analysis that is the proper function of a financial analyst or an accountant, when they carry out a financial audit.
- s) A comparison of the skills and abilities of the Efficiency Advocate and a Forensic Accountant can be found at Appendix C. It was considered that the role of an Efficiency Advocate was very different to that of a Forensic Accountant even though there was some overlap
- t) A generic terms of reference for an Efficiency Advocate can be found at Appendix E
- u) A generic consultancy agreement for an Efficiency Advocate can be found at Appendix F
- v) The National Biosecurity Committee (NBC) has agreed that the Department of Agriculture and Water Resources will be responsible for setting up a national panel or register of potential candidates to perform the function of an Efficiency Advocate.
 - i. The panel /register will most likely be populated through a tender process.
 - ii. Tender documents will need to be very specific about what is required to perform the function of an Efficiency Advocate.
 - iii. An alternative may be to contract the sourcing and appointing of an Efficiency Advocate to an Auditing Company.

4. APPENDICES

Appendix A: Relevant excerpts from the EADRA

Appendix B: Requirements of the EADRA and the skillset required of an Efficiency Advocate

Appendix C: Comparison of skills and abilities of the Efficiency Advocate and a Forensic Accountant

Appendix D: Comparison of the Role of Auditor and Efficiency Advocate

Appendix E: Generic terms of reference for an Efficiency Advocate
Appendix F: Generic Consultancy Contract for Efficiency Advocate

Appendix A: *Relevant excerpts from the EADRA*

EADRA Clause 2.1

2.1 Definitions

.....

“**Efficiency Advocate**” is a person appointed to assist with the implementation of an EADRP in accordance with the requirements of the EADRA and the agreed EADRP. The intent is to provide assurance to the Parties that a Cost Shared response is being conducted as described in an effective and efficient manner....”

EADRA Clause 13.3

13.3 Efficiency and effectiveness of an EADRP

- a) In pursuing their role during an EADRP, the NMG must consider obtaining from independent sources of their choosing advice about the efficiency of the EADRP to assist their deliberations in accordance with **Part 1 of Schedule 11**.
- b) Animal Health Australia may develop a methodology for use by the NMG and any Efficiency Advocate to enable the conduct of cost/benefit analyses in respect of EADRP.

EADRA Schedule 11 Part 1

(Clause 13)

1. EFFICIENCY ASSESSMENT

The efficiency assessment should form a systematic and independent examination to determine whether eradication/containment activities and any related activities comply with the approved EADRP, and whether the EADRP is implemented effectively and is suitable to achieve objectives.

The Efficiency Advocate shall have regard to the following matters:

- whether the response activities detailed in the EADRP are being implemented as described;
- whether the response activities of the Lead Agency(s) are conducted in an effective and efficient manner;
- whether the expenditures made by the Lead Agency(s) or other Affected Party(s) under the EADRP and for which the Lead Agency(s) or other Affected Party(s) seek to be subject to Cost Sharing, are valid, accurate and in accordance with **Part 3 of Schedule 6**, and **clause 10.8** of the Deed; and
- to recommend on corrective action to modify the EADRP where necessary.

Progressive assessment reports will be required during the course of the implementation of the EADRP as required by the Affected Parties, and in particular at the end of each quarter (or other agreed period) referred to in **Schedule 7**.

A final assessment report will be provided to NMG within 60 days of completion of the Proof of Freedom Phase.

Appendix B: Requirements of the EADRA and the skillset required of an Efficiency Advocate

EADRA REQUIREMENTS	SKILLSET REQUIRED
<p>Definitions</p> <p>“...“Efficiency Advocate” is a person appointed to assist with the implementation of an EADRP in accordance with the requirements of the EADRA and the agreed EADRP. The intent is to provide assurance to the Parties that a Cost Shared response is being conducted as described in an effective and efficient manner...” (clause 2.1)</p>	
<p>NMG must consider obtaining from independent sources of their choosing advice about the efficiency of the EADRP (clause 13.3)</p>	
<p>Have specific regard to the requirements of Part 1 of Schedule 11, Efficiency Assessment (clause 13.3)</p>	
<p>Form a systematic and independent examination to determine whether eradication/containment activities and any related activities comply with the approved EADRP (Part 1 of Schedule 11)</p>	<ul style="list-style-type: none"> • Routine auditing and managerial skills
<p>Whether the EADRP is implemented effectively and is suitable to achieve objectives.</p>	<ul style="list-style-type: none"> • General management skills • Knowledge and experience of emergency management
<p>Have regard to the following matters:</p>	
<p>whether the response activities detailed in the EADRP are being implemented as described;</p>	<ul style="list-style-type: none"> • Routine auditing and managerial skills
<p>whether the response activities of the Lead Agency(s) are conducted in an effective⁵ and efficient⁶ manner;</p>	<ul style="list-style-type: none"> • Knowledge and experience of emergency management
<p>whether the expenditures made by the Lead Agency(s) or other Affected Party(s) under the EADRP and for which the Lead Agency(s) or other Affected Party(s) seek to be subject to Cost Sharing, are valid, accurate and in accordance with Part 3 of Schedule 6, and clause 10.8 of the Deed; and</p>	<ul style="list-style-type: none"> • Financial management knowledge & experience. • Forensic analysis skills and experience • Knowledge of the EADRA and EPPRD

⁵ Effectiveness is about doing the right task, completing activities, achieving goals, and producing the intended or expected result.

⁶ Efficiency is about doing things in an optimal way, for example doing it the fastest or in the least expensive way or performing or functioning in the best possible manner with the least waste of time, effort and resources.

EADRA REQUIREMENTS	SKILLSET REQUIRED
to recommend on corrective action to modify the EADRP where necessary.	<ul style="list-style-type: none"> • Knowledge and experience of biosecurity and emergency management • Financial management knowledge and experience • General business management skills
Progressive assessment reports will be required during the course of the implementation of the EADRP as required by the Affected Parties, and in particular at the end of each quarter (or other agreed period) referred to in Schedule 7	<ul style="list-style-type: none"> • Report writing skills
A final assessment report will be provided to NMG within 60 days of completion of the Proof of Freedom Phase.	<ul style="list-style-type: none"> • Report writing skills • Ability to work to a deadline

Appendix C: Comparison of skills and abilities of the Efficiency Advocate and a Forensic Accountant

Efficiency Advocate	Forensic Accountant
Requires a mix of skills	Interpersonal communication
Technical knowledge of biosecurity responses	Verbal communication
Organisational skills	Written communication
Emergency management skills	Attention to detail
A team approach may be required	Analytical
Organisational skills	Integrity
A lot depends on what is required <ul style="list-style-type: none"> • If the focus is purely on efficiency then select someone with more management, particularly emergency management, experience • If you want to be sure that the overall approach is most appropriate, select someone with broad biosecurity management & disease control skills • If you really want the finances to be the focus consider providing the lead person a finance off-sider. 	Objectivity
• Good interpersonal skills and empathy	Independence
• Good understanding of the AIIMS structure	Credibility
• Experience in emergency management so they understand the conflict that often arises between efficiency and expedience	Good report writing skills
• Good analytical skills	Testifying as expert witness
• Ability to sift information for facts	Professional level of financial management and consulting skills
• Impartial and unbiased	Professional level of investigative and intelligence gathering skills
• Financial acumen	
• An understanding of how government systems work	
• Good writing skills	
• An ability to meet deadlines	

AUDITOR	EFFICIENCY ADVOCATE
Usually wide scope of investigation and can drill down into specific areas when non-compliance is identified	Well defined scope with a focus on effectiveness ⁷ and efficiency ⁸
Confirms that processes, procedures and financial transactions conform to approved plans, procedures and business standards	Confirms compliance with EADRA, AUSVETPLAN, EADRP and efficiency of operational, administrative and financial processes and procedures during the event and is started as early as possible in the event
Compares the continuity of the documentation of historical process to processes currently underway and the documentation produced as a result of current processes	
<ul style="list-style-type: none"> • Focuses on identifying non-compliance and corrective action • Identifies discrepancies in documentation and process 	Focused on identifying and recommending ways of improving the processes and procedures and their cost effectiveness so the efficiency of a response or programme is enhanced
Identifies historical issues for improvement in the future	Identifies current issues for immediate improvement as well as in the future
From an EADRA perspective the audit role is a financial audit (clause 13.4 and Schedule 11, Part 2)	Provides assurance to the Parties that a Cost Shared response is being conducted as described in the EADRP and in an effective and efficient manner and provides evidence that their money is being spent wisely and providing value for money.
Audit and particularly financial auditing is conducted post event. Interim audits may also be conducted at the end of key periods in a response	Efficiency Advocate activity is conducted periodically throughout a response
Reports to NMG and Relevant jurisdiction through AHA	Reports to NMG through AHA and informs Relevant jurisdiction

⁷ Effectiveness is about doing the right task, completing activities, achieving goals, and producing the intended or expected result.

⁸ Efficiency is about doing things in an optimal way, for example doing it the fastest or in the least expensive way or performing or functioning in the best possible manner with the least waste of time, effort and resources.

Appendix E: Generic terms of reference for an Efficiency Advocate

Generic Terms of Reference for the Efficiency Advocate for the response to [xxx] in [xxxx][Name], [State/Territory]

Background

Clause 13.3 of the *Government and Livestock Industry Cost Sharing Deed in respect of emergency animal disease (EAD) responses* (the EADRA), advises the National Management Group (NMG) to obtain advice on the efficiency of an EAD Response Plan (EADRP).

This requirement is not compulsory, i.e. the EADRA states that “... The NMG must consider obtaining from independent sources of their choosing advice about the efficiency of the EADRP ...”.

The EADRA envisages this advice to be provided through an efficiency assessment conducted by an Efficiency Advocate. The purpose of the Efficiency Advocate is to provide progressive feedback to the NMG, that the agreed EADRP is being implemented in accordance with the provisions of the EADRA and to provide evidence and assurance to the Parties to the EADRA that a Cost Shared⁹ response is being conducted in an effective¹⁰ and efficient¹¹ manner and delivering value for money to the Parties contributing to the Cost Sharing.

At a teleconference on [Day Date], NMG noted that the Consultative Committee on Emergency Animal Disease (CCEAD) met on [Date] by teleconference to consider a report from [State/Territory] of the [describe the type of premises infected and the disease].

Amongst other things, NMG noted that an EADRP prepared by [State/Territory] had been endorsed by CCEAD, subject to further refinement of eradication costs, and that CCEAD considers that a promptly executed emergency response as specified by the agreed EADRP provides a high likelihood of eradication of this disease from [species] at this property. [Included in the EADRP is reference to the appointment of an EA...]

NMG also noted that preliminary costings of the EADRP provided by [State/Territory] approximated \$XX million, and agreed to Cost Share the EADRP to an initial budget of \$XX million to allow eradication to commence, noting that further advice will be provided once the costs have been refined and may be increased by the NMG upon further updates.

Importantly, NMG agreed that an appropriately qualified expert be appointed to fulfil the function of an Efficiency Advocate under EADRA (financed through Cost Sharing). The intent is to provide assurance to the Parties that a Cost Shared response is being conducted as described and in an effective and efficient manner.

Terms of reference – nominated services

In accordance with the requirement of the EADRA, undertake the function of an Efficiency Advocate for the [Name of response] outbreak in [Species] in [Place], [State/Territory].

The purpose of an Efficiency Advocate is to conduct an examination [not an audit] of relevant aspects of the response operations of the Lead Agency and to assist the implementation of an agreed EADRP in accordance with the requirements of the EADRA. The intent is to provide-assurance to the Parties to the EADRA that a Cost Shared response is being conducted as described and in an effective and efficient manner. An Efficiency Advocate will:

⁹ Capitalised, because used as defined in the EADRA

¹⁰ Effectiveness is about doing the right task, completing activities, achieving goals, and producing the intended or expected result.

¹¹ Efficiency is about doing things in an optimal way, for example doing it the fastest or in the least expensive way or performing or functioning in the best possible manner with the least waste of time and effort.

- be independent of all Affected Parties;
- need to declare any conflict of interest as soon as they become aware of it;
- Have specific regard to the requirements of **Part 1 of Schedule 11**, Efficiency Assessment, of the EADRA;
- assess whether the agreed EADRP, prepared by the Lead Agency, will substantially achieve the requirements of the Parties by:
 - becoming familiar with its direction and content;
 - comparing actual with proposed activities; and
 - assessing the processes used for arriving at expenditures proposed for cost sharing.
- where appropriate, suggest alternative action to modify the implementation of the EADRP or associated expenditure;
- if and when appropriate, suggest to the Lead Agency changes to the EADRP to ensure efficiency is maximised;
- document suggested alternative action and the responses of the Lead Agency;
- ensure Liaison and/or Specialist Personnel are adequately utilised;
- Provide progressive and timely feedback to the NMG or Relevant Parties and Affected industries on the evaluation of all aspects of the implementation of the EADRP;
- Assist the Lead Agency to determine cost effective resource deployment options;
- Provide advice to the Lead Agency on the cost sharing implications of resource deployment options;
- Provide an assessment to funding Parties on the progress and efficiency of the response;
- Participate in teleconferences with Animal Health Australia to ensure consistency of approach, report formatting and any other relevant issues;
- Prepare and present progressive reports to the NMG, and CCEAD and Relevant Parties as required, at least quarterly or other agreed period, that present a balanced perspective and place primary emphasis on matters for attention;
- Within 60 days of completion of the Proof of Freedom Phase, prepare and present a final report summarising all issues reported to NMG during the conduct of the EAD Response.

[Date]

Animal Health Australia

Appendix F: Generic Consultancy Contract for Efficiency Advocate

PLEASE ENSURE THAT HIGHLIGHTED AREAS ARE COMPLETED

[Date]

[Name and address of consultant]

Dear [Insert name of consultant]

CONSULTANCY SERVICES - [insert name of consultancy]

I refer to recent discussions and have pleasure in offering you a consultancy agreement on the terms and conditions set out below. Please read this offer carefully and, if necessary, ensure that you obtain legal advice before you accept the offer by signing and returning the attached duplicate copy. The capitalised terms are defined in clause 21 or in the Schedule.

1. NOMINATED SERVICES

- 1.1 You must provide the Nominated Services with a high degree of professional skill, care, competence and diligence and to the standard that would be expected of a person who is experienced in providing the relevant type of services.
- 1.2 If the 'Period of Agreement' section is completed in the Schedule, you must provide the Nominated Services for the period commencing on the Commencement Date set out in that section and ending on the Completion Date set out in that section.
- 1.3 If the 'Deliverables' section is completed in the Schedule, you must provide the Nominated Services for the period commencing on the Commencement Date set out in that section and ending on the date that all of the tasks set out in that section have been completed. In addition, you must complete each task set out in that section by the Task Completion Date indicated in that section.
- 1.4 You must, when providing the Nominated Services:
 - (a) liaise with us as about the performance of Nominated Services at such times as we require;
 - (b) comply with all of our requirements regarding the delivery of the Nominated Services;
 - (c) comply with any reasonable directions by us about the performance of the Nominated Services; and
 - (d) promptly respond to any reasonable queries made by us and provide any information that we reasonably require from time to time in relation to the Nominated Services.

2. SPECIFIED PERSONNEL

- 2.1 This clause 2 only has effect if the 'Specified Personnel' section is completed in the Schedule.
- 2.2 You must ensure that only Specified Personnel perform the Nominated Services.
- 2.3 You must take all reasonable steps to ensure that the Specified Personnel are available to perform the Nominated Services at such times, and in such places, as required to enable you to comply with your obligations under clause 1.
- 2.4 If any of the Specified Personnel become unavailable or unable to undertake the Nominated Services you must:
 - (a) notify us immediately by written notice; and

- (b) if requested by us, make available as a replacement, personnel having equivalent skills and qualifications to the original Specified Personnel and otherwise acceptable to us, at no additional charge and at the earliest opportunity.

2.5 At any time (and without giving any reason) we may give you a written notice stating that, from the date of receipt of the notice, one or more of the Specified Personnel are no longer to be taken to be Specified Personnel. Such a notice has effect in accordance with its terms. If you receive such a notice, you must immediately give us a written notice nominating one or more replacements who have equivalent skills and qualifications to the original Specified Personnel for our consideration. If a nominated replacement is accepted by us, that person is taken to be Specified Personnel. If a nominated replacement is not accepted by us, or the number, skills, qualifications and/or experience of the Specified Personnel (as a group) are not acceptable to us, we may terminate this agreement in accordance with clause 15.1.

3. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

3.1 You represent and warrant to us that:

- (a) statements made to us (in writing or orally) by you or Your Staff regarding the skills, qualifications, competence, experience and ability of yourself or Your Staff in connection with the Nominated Services are correct, complete and not misleading;
- (b) you have the capacity and have obtained all necessary approvals to enter into this agreement;
- (c) you are aware of no actual or potential grievance, complaint, proceeding or action that could have a material adverse effect on you or Your Staff or their ability to comply with your and their obligations to us; and
- (d) you, Your Staff and the Specified Personnel will, at no additional cost to us:
 - (i) take steps to continuously improve the performance of the Nominated Services and value-add through increasing and updating your and their relevant expertise and knowledge; and
 - (ii) implement, where appropriate and where permitted by this agreement that improved expertise and knowledge in performance of the Nominated Services.

This clause may be complied with by means such as:

- (i) undertaking relevant courses of study, training and research;
- (ii) maintaining relevant professional accreditations and competencies;
- (iii) keeping aware of relevant developments, trends, issues and new technologies;
- (iv) learning and utilising best practice processes; and
- (v) communicating to us relevant information gained as a result of improved expertise, where appropriate.

3.2 Until such time as you no longer have any continuing obligation to provide the Nominated Services, you undertake to:

- (a) ensure that both you and Your Staff have and maintain any licences, approvals or registrations that are legally required in relation to the performance of the Nominated Services;
- (b) ensure that both you and Your Staff comply with any applicable laws in relation to the performance of the Nominated Services;
- (c) ensure that, in performing the Nominated Services, you do not infringe the Intellectual Property rights of any third person;
- (d) ensure that you and Your Staff, when on our premises or using our facilities or equipment, comply with our policies, procedures and rules as if you and they were Our Staff, unless we direct you in writing to do something different (in which case you must ensure that you and Your Staff act in accordance with our direction);

- (e) immediately give us a written notice if anything happens (such as a grievance, complaint, proceeding or action) that could have a material adverse effect upon you or Your Staff or on your or their ability to comply with your and their obligations to us; and
- (f) immediately give us a written notice if any Contract Material, Animal Health Australia Material or Confidential Information is stolen, lost or dealt with in a way that is a breach of your obligations to us.

4. FEES

- 4.1 In consideration of you performing all of your obligations to us relating to, or in any way connected with, the Nominated Services, we must pay you the Fees at the time set out in, and subject to the terms of, this agreement.
- 4.2 In addition to the Fees, we will reimburse you (in the amount of your actual cost) for each reasonable out-of-pocket expense you incur in the course of performing the Nominated Services if (and only if):
 - (a) for an expense other than telephone, postage, local courier, fax, photocopying, parking and local taxi fares, you obtain our written permission to incur the expense before the expense is incurred;
 - (b) for a travel expense (other than parking and local taxi fares), an accommodation expense or a sustenance expense, the expense does not exceed the amount we nominate when we give permission to incur the expense (or, if we do not nominate an amount, the lower of the amount determined by the Australian Taxation Office from time to time as being 'reasonable' for the type of expense and the maximum amount to which we normally reimburse our non-executive staff for the type of expense);
 - (c) you keep a proper record or receipt of the expense; and
 - (d) you produce that record or receipt for our inspection on our request.
- 4.3 Notwithstanding any other provision of this agreement, if the 'Fees' section of the Schedule associates a particular payment with a particular task, we have no obligation to make the payment to you until we are satisfied that the task has been properly completed.
- 4.4 Notwithstanding any other provision of this agreement, we have no obligation to make any payment to you in relation to any Nominated Services until we are satisfied that the part of the Nominated Services to which the payment relates has been properly completed.
- 4.5 If the 'Fees' section of the Schedule includes the words 'GST inclusive' or does not include any reference to GST, the Fees are GST inclusive and, subject to this clause 4, we have no obligation to pay any additional amount to reimburse you in relation to any GST imposed on any supply to us in connection with the Nominated Services.
- 4.6 If the 'Fees' section of the Schedule includes the words 'GST exclusive' and GST is imposed on any supply made by you to us in connection with the Nominated Services, we will pay you an additional amount equal to the amount of GST imposed.
- 4.7 Irrespective of what the 'Fees' section of the Schedule provides in relation to GST, if you are entitled to reimbursement for an expense under clause 4.2, and the expense includes GST, we will reimburse you for the GST inclusive amount. However, we have no obligation to reimburse you for any portion of the GST in respect of an expense for which you are entitled to claim an input tax credit under the GST law, whether or not you in fact claim the input tax credit.
- 4.8 We may at any time deduct from any money otherwise due to you, any debt or other money due from you to us.

5. INVOICE AND PAYMENT

- 5.1 Any invoice you give to us must:
 - (a) not request the payment of Fees that are not presently due or the reimbursement of expenses not covered by clause 4;

- (b) include sufficient information to enable us to verify that the Fees claimed are presently payable and confirmation of completion of the relevant Nominated Services;
 - (c) include details of each expense for which reimbursement is claimed;
 - (d) include our contract reference number, if we have provided this number to you;
 - (e) be addressed to the Contact Person;
 - (f) include bank account details for payment of the invoice by electronic funds transfer, if required;
 - (g) include any supporting documentation reasonably requested by us; and
 - (h) be in a form, whether required by *A New Tax System (Goods and Services Tax) Act 1999* or otherwise, that enables us to claim an input tax credit for any GST imposed on any supply to us in connection with the Nominated Services.
- 5.2 Subject to any right to withhold payment, we will pay you the amount owing, within 30 days of receipt by the Contact Person of a correctly rendered invoice submitted by you in accordance with clause 5.1.
- 5.3 If there is a maximum Fee, we have no obligation in any circumstances to pay Fees to you in excess of the maximum Fee.
- 6. CONTACT PERSON**
- 6.1 The Contact Person has our authority to administer our relationship with you in relation to the Nominated Services. Any notice given to the Contact Person by you is taken to have been given to us, and any notice signed by the Contact Person is taken to have been signed by us.
- 6.2 You must comply with any reasonable request from, or direction issued by, the Contact Person in relation to the performance of the Nominated Services.
- 6.3 Without limiting clause 6.2, from time to time the Contact Person may request you to formally report on your performance of the Nominated Services. You must comply with any such request (and provide all information required by the Contact Person) within 14 days of the request being made.
- 6.4 If the Contact Person named in the 'Contact Person' section of the Schedule ceases at any time to be employed by us, the Contact Person is the person we specify as the Contact Person in writing to you, or if we have not specified a person, the person holding the position of Manager, Corporate Services.
- 7. CONTRACT MATERIAL**
- 7.1 The ownership of all Contract Material and all Intellectual Property in respect of the Contract Material vests in us immediately upon its creation.
- 7.2 You must:
- (a) ensure that all steps are taken to give effect to the assignment of Intellectual Property rights in Contract Material referred to in clause 7.1;
 - (b) ensure that all Contract Material that is written is, in our opinion, neatly and legibly compiled and adequately documented and contains sufficient evidence to support all conclusions, findings and opinions; and
 - (c) obtain consents to the infringement of Moral Rights in respect of the Contract Material by us, our licensees, successors in title and anyone authorised by us to do acts permitted or contemplated under the terms of this agreement. You must provide copies of the consents to us upon request.
- 7.3 Unless we expressly agree in writing to the contrary, you grant to us a permanent, irrevocable, world wide, royalty-free, non-exclusive licence (including a right to sublicense) to use, reproduce, modify, adapt, broadcast, communicate and exploit Consultant Material.
- 7.4 At our request, you must do anything necessary, and ensure that Your Staff do anything necessary, to evidence or perfect our Intellectual Property rights in respect of Contract Material or Consultant Material.

- 7.5 We grant you a licence to make non-commercial use of Contract Material which does not contain Confidential Information.
- 7.6 You warrant that:
- (a) you are entitled, or will be entitled or will ensure that you are entitled at the relevant time, to deal with the Intellectual Property in respect of any Contract Material and Consultant Material in the manner provided for in clauses 7 and 8;
 - (b) in performing the Nominated Services, you will not infringe the Intellectual Property rights of any person;
 - (c) the Contract Material (or its use by us) will not infringe the Intellectual Property rights or Moral Rights of any person; and
- 7.7 You must promptly notify us if you become aware of any discoveries, improvements and inventions made or conceived by you or Your Staff in the course of providing the Nominated Services and give us full details of such discoveries, improvements and inventions.

8. ANIMAL HEALTH AUSTRALIA MATERIAL

- 8.1 You acknowledge that we retain ownership of, or control by licence, all Animal Health Australia Material provided to you and all Intellectual Property rights in that material.
- 8.2 Subject to this clause 8 and clause 9, we grant a non-exclusive, non-transferable, royalty-free licence to you to use, copy, modify, adapt, communicate and reproduce Animal Health Australia Material for the purposes of properly providing the Nominated Services.
- 8.3 We will inform you if we are aware that third parties own copyright or other Intellectual Property rights in Animal Health Australia Material.
- 8.4 We may give you a written notice setting out conditions of use of Animal Health Australia Material. You must comply with such conditions.

9. CARE AND RETURN OF MATERIAL

- 9.1 Subject to this clause 9, you must ensure that all Contract Material and Animal Health Australia Material is:
- (a) used, copied, supplied or reproduced only for the purposes of properly providing the Nominated Services; and
 - (b) stored in an appropriately secure fashion, having regard to the nature of the material.
- 9.2 Within 3 days of the first to occur of:
- (a) the date that you cease to have any further obligation to us to perform the Nominated Services; and
 - (b) the date we give you a written notice requiring the delivery to us of Contract Material and Animal Health Australia Material,
 - (c) you must deliver to us all copies of Contract Material and Animal Health Australia Material in your possession or control (or in the possession or control of any of Your Staff).
- 9.3 Notwithstanding clause 9.2, you may retain 1 copy of Contract Material for your own use, but you remain subject to your obligations under clause 9.1 in respect of the copy.

10. CONFIDENTIAL INFORMATION

- 10.1 You must ensure that you and Your Staff:
- (a) only make Confidential Information available to Your Staff who have a 'need to know' for the proper performance of the Nominated Services;
 - (b) store and protect Confidential Information with appropriate security, having regard to the nature of the Confidential Information and the medium in which it is found;
 - (c) except as required by law, or in accordance with our written permission, do not:
 - (i) make Confidential Information available to any person who is not a member of Your Staff or Our Staff; or

- (ii) make any public announcement about this agreement or publicise your engagement or the Nominated Services on any corporate website or social media.
- 10.2 You must ensure that each member of Your Staff who may have access to any Confidential Information of Animal Health Australia is (before being given access to that Confidential Information) briefed on or otherwise made aware of the fact that the wrongful disclosure of, or the misuse of, Confidential Information would be a breach of this agreement.
- 10.3 From time to time we may request you to ensure that you sign, or a member of Your Staff signs, a confidentiality deed (in a form we reasonably determine) to protect Confidential Information. You must immediately comply with such a request and provide the original signed deed as soon as practicable.
- 10.4 If you or any of Your Staff become subject to a legal obligation to provide any Confidential Information to a person who is not a member of Your Staff you must:
 - (a) immediately notify us in writing giving details;
 - (b) take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information; and
 - (c) assist and co-operate with us if we seek to limit or resist the requirement for the Confidential Information to be disclosed.
- 10.5 If you or any of Your Staff become aware that any Confidential Information has been or may have been lost, stolen, accessed or used in a manner inconsistent with this agreement, you must:
 - (a) immediately notify us in writing giving details of the actual, suspected or possible breach;
 - (b) do everything necessary to remedy the unauthorised access to, use or disclosure of the Confidential Information, or to prevent the actual, suspected or possible breach of this clause 10;
 - (c) comply with all written directions from us in relation to the actual, suspected or possible breach of this clause 10; and
 - (d) give us all assistance required in connection with proceedings which we may institute against any person for breach of confidence or otherwise.

11. CONFLICT OF INTEREST

- 11.1 You warrant to us that, to the best of Your knowledge and after making diligence inquiry, neither you nor any of Your Staff have, at the date You sign this letter, an actual, perceived or potential conflict of interest or potential conflict of interest in relation to the performance of any part of the Nominated Services.
- 11.2 Until such time as you no longer have a continuing obligation to provide the Nominated Services, you must:
 - (a) notify us immediately in writing if an actual, perceived or potential conflict of interest arises, and take any steps we reasonably require to resolve or otherwise deal with that conflict; and
 - (b) not, and ensure that any of Your Staff do not, engage in any activity or obtain any interest during the term of this agreement that may conflict with, or restrict you from providing the Nominated Services fairly and independently
- 11.3 You acknowledge and agree that by entering into this agreement, You may be excluded for reasons of conflict of interest or probity from subsequently tendering for or being contracted to perform other work directly or indirectly related to the Nominated Services.

12. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 12.1 You have no authority to act as our agent for any purpose, except to the extent that we expressly authorise you to act in that capacity in writing. To avoid doubt, you must not, and

must ensure Your Staff do not, incur any liability on our behalf, or make any contract binding on us without our prior written approval.

- 12.2 You must ensure that neither you nor any of Your Staff hold themselves out as our employee, partner or agent, except to the extent that we expressly authorise the holding out in writing.
- 12.3 You are not our employee, nor are any of Your Staff our employees. The relationship between us and you is the relationship of principal and independent contractor.
- 12.4 You must ensure that Your Staff performing the Nominated Services on your behalf are, and remain at all times, an employee, independent contractor or agent of yours. You must pay Your Staff all amounts due by way of wages, salaries, superannuation, annual leave, long service and other entitlements and benefits to which they are entitled as Your employees, agents or contractors. You must also, in respect of Your Staff, comply with all statutory and employment requirements, including (without limitation) superannuation, workers' compensation, group tax, payroll tax, leave and occupational and work health and safety.

13. WORK HEALTH AND SAFETY

- 13.1 You:
 - (a) agree to comply with and ensure all of Your Staff comply with obligations under the applicable WHS Legislation. This includes, so far as is reasonably practicable, an obligation to consult, co-operate, and co-ordinate activities with us or our representative;
 - (b) acknowledge you have a duty under the applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of yourself and Your Staff; and
 - (c) represent and warrant that you have:
 - (i) given careful, prudent and comprehensive consideration to the work health and safety issues that may arise in the course of the Nominated Services to be performed by you under this agreement; and
 - (ii) 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, all applicable legislation relating to work health and safety.
- 13.2 Without limiting your obligations elsewhere in this agreement, you must, at your cost, in relation to the Nominated Services, provide and ensure any subcontractor you engage provides, within 10 Business Days of a request by the Contact Person, any information or copies of documentation the Contact Person requests to enable us to comply with our obligations under applicable WHS Legislation.
- 13.3 You must ensure that if applicable WHS Legislation requires Your Staff (including a subcontractor) to:
 - (a) be authorised or licensed (in accordance with the WHS Legislation) to carry out any works at the workplace, that person is so authorised or licensed and complies with any conditions of such authorisation or licence; and/or
 - (b) have prescribed qualifications or experience, that person has the prescribed qualifications or experience or if not, is to be supervised by a person who has the prescribed qualifications or experience (as defined in the applicable WHS Legislation).
- 13.4 If you become aware of any intention on the part of a regulatory authority to cancel, revoke, suspend or amend an authorisation relating to work health and safety, you must immediately notify the Contact Person and provide full particulars (so far as they are known to you).
- 13.5 The Contact Person may direct you to take specified measures that we consider reasonably necessary to comply with applicable legislation relating to work health and safety, in relation to the Nominated Services. You must comply and ensure Your Staff comply with any such directions.

13.6 If you subcontract any part of the Nominated Services in accordance with clause 19, you must ensure your contract with the subcontractor contains a clause that imposes equivalent obligations on your subcontractors to those imposed on you under this clause 13.

14. PRIVACY

14.1 Where you receive Personal Information from us or on our behalf, or from our representative, you must:

- (a) deal with the Personal Information only for the purposes of this agreement;
- (b) not disclose or permit the disclosure of the Personal Information to any third party unless expressly required by this agreement or with our prior written consent;
- (c) take such steps as we reasonably require to facilitate our compliance with Privacy Laws;
- (d) not do or omit to do any act that would put us in breach of the Privacy Laws; and
- (e) procure compliance with this clause 14 by any third party or representative to which you have disclosed or permitted disclosure of any of our Personal Information.

15. TERMINATION

15.1 We may terminate (or reduce the scope of) this agreement with immediate effect by giving you written notice, if:

- (a) it is proposed by our members that we be wound up;
- (b) you breach any of your obligations to us;
- (c) a warranty given by you in this agreement is or becomes untrue;
- (d) you become an 'insolvent under administration' or a 'controller' is appointed to your property or affairs within the meaning of the *Corporations Act 2001* (Cth);
- (e) any action is commenced to bankrupt you or to wind you up;
- (f) if you are a partnership, the partnership is dissolved or reconstituted;
- (g) in our reasonable opinion, something happens that is likely to have a material adverse effect on you, or your ability to comply with your obligations to us;
- (h) a conflict of interest arises in relation to you or any of Your Staff that cannot be promptly resolved to our satisfaction;
- (i) in our reasonable opinion, circumstances arise that could lead to the perception that there is a conflict of interest in relation to you or one of Your Staff, and that perception cannot be addressed to our satisfaction;
- (j) there is some change or proposed change to the Specified Personnel and, in our reasonable opinion, one or more of the new people nominated as Specified Personnel by you are unacceptable to us, or the number, skills, qualifications and/or experience of the Specified Personnel (as a group) are unacceptable to us;
- (k) you fail to commence performance of the Nominated Services or to proceed at a rate of progress so as to ensure the due and proper performance of the Nominated Services; or
- (l) you have been named as a person or organisation under the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002* on the list of proscribed persons and entities.

15.2 Either party may terminate the whole of this agreement at any time, by giving a written notice to the other party. Such a notice has effect 30 days after the day it is given.

15.3 If a purported termination pursuant to clause 15.1 is determined by a competent authority not to be a proper termination for cause, then the notice purportedly given pursuant to clause 15.1 is deemed to be a notice given in respect of the whole agreement pursuant to clause 15.2 and the purported termination for cause is deemed to be a termination pursuant to clause 15.2, which termination has effect 30 days after the notice is given.

- 15.4 If this agreement is terminated (or reduced) under this clause 15 (notwithstanding what any other clause provides):
- (a) you must stop performing the whole (or relevant part) of the Nominated Services as specified in the written notice of termination and comply with any other directions or requests included in the notice, including in relation to Contract Material and Animal Health Australia Material;
 - (b) you must take all available steps to minimise or avoid any loss or damage resulting from that termination (or reduction) and to protect Contract Material;
 - (c) if the agreement is terminated, we will pay Fees for the Nominated Services performed up to the date of termination, provided those Nominated Services have been rendered in accordance with this agreement and you are not otherwise in breach of this agreement, but we have no other liability to you (for any work done by you on or after that date, for expected profits or anything else); and
 - (d) if the agreement is reduced, the Fees payable following the partial termination will be reduced in proportion to the reduction in the Nominated Services.
- 15.5 Any provision of this agreement which expressly or by implication from its nature is intended to survive the completion, expiry or termination of the agreement, and any rights arising on completion, termination or expiry shall survive, including the provisions in clauses 7 to 12, 14 to 17.

16. LIABILITY AND INDEMNITIES

- 16.1 You are liable to us in respect of, and must indemnify (and keep indemnified) us and each of Our Staff (those indemnified) against, any claim, loss or expense (including legal costs on a solicitor and own client basis) which is paid, suffered or incurred those indemnified as a result of:
- (a) any wrongful, unlawful or negligent act or omission by you or any of Your Staff;
 - (b) any breach of your obligations or warranties under this agreement; or
 - (c) any infringement by us of another person's Intellectual Property rights or Moral Rights by using the Contract Material or Consultant Material you provide to us.
- 16.2 For the purpose of this clause 16, our 'loss' includes any reasonable settlement payment we make to another person who is adversely affected as a result of any act, omission or circumstance set out in clauses 16.1(a), 16.1(b) or 16.1(c) and our internal staff and administrative costs involved in managing and settling any claim or dispute.
- 16.3 You perform the Nominated Services at your own risk and, except to the extent that we or Our Staff act unlawfully or criminally, neither we nor any of Our Staff have any liability to you or any of Your Staff in relation to any loss, damage, injury, disease, illness or death sustained while performing services for us.
- 16.4 You acknowledge that we hold on trust for those indemnified (other than us) the rights granted by you in clause 16.1 and those rights may be exercised by us as trustee or by those indemnified as beneficiaries under the trust.

17. INSURANCE

- 17.1 You must, obtain and maintain, for the period commencing on the Commencement Date set out in the Schedule and ending on the date that you cease to have any further obligation to us to perform the Nominated Services (except in the case of professional indemnity insurance, which must be maintained for a further 3 years after that date), the following insurances, covering all normal risks, with a reputable insurance company and with no unusual exclusions or levels of deductible:
- (a) public liability insurance, with a limit of at least \$10 million in respect of each claim;
 - (b) professional indemnity insurance, with a limit of at least \$5 million in respect of each claim;
 - (c) workers' compensation insurance, as required by law; and

- (d) such other policies of insurance in relation to your business and assets and against such risks as are normally insured by prudent persons carrying on a similar business, or as reasonably required by us for the full replacement value of such assets.
- 17.2 If the 'Special Insurance Arrangements' section is completed in the Schedule, you need not comply with clause 17.1, but must obtain and maintain the insurance policies (if any) specified in that section.
- 17.3 You must, in respect of the insurance policies referred to in clauses 17.1 and 17.2:
- (a) comply with the terms of the insurance policies (including the payment of all premiums and other amounts due) and comply with any stipulations or restrictions as to the use or operation of any asset); and
 - (b) not do, fail to do, permit to be done or not done, anything that could result in any insurance policy being rendered void or voidable or more costly.
- 17.4 You must, at the commencement of this agreement provide us with copies of certificates of currency of insurance referred to in clauses 17.1 and 17.2. In addition, you must also, within 1 Business Day of a written request by us, provide to us copies of insurance policies, endorsements on policies, receipts and other information (including further certificates of currency) necessary to enable us to confirm that you are complying with your obligations under clause 17.1 or 17.2.

18. ACCESS TO PREMISES AND RECORDS

- 18.1 You must grant access, at all reasonable times, to premises, records, accounts and other material relevant to this agreement, including Contract Material and Animal Health Australia Material, however and wherever stored or located, in the custody, possession or control of you or Your Staff to:
- (a) us or any persons authorised in writing by us; and
 - (b) our auditors.
- 18.2 In the case of documents or records stored on a medium other than in writing, you must make available on request and at no expense to us, such facilities as may be necessary to enable a legible reproduction to be created.
- 18.3 If you subcontract any part of the Nominated Services in accordance with clause 19, you must ensure that your contract with the subcontractor contains a clause giving us rights equivalent to this clause 18.

19. SUBCONTRACTORS

- 19.1 You must obtain our prior written consent before subcontracting any part of the Nominated Services.
- 19.2 You will be responsible for the work of any of your subcontractors, and where you subcontract any part of the Nominated Services, you will not be excused from performing your obligations in relation to the Nominated Services.
- 19.3 Subject to clause 19.4, any work undertaken by Your subcontractors must be undertaken to the same standard as stated in this agreement.
- 19.4 To the extent that the terms of any subcontract stipulate a higher standard for any of the Nominated Services than the standards set out in this agreement (including as to timing or quality), the services provided by the relevant subcontractor will be governed by the terms and conditions of the subcontract.

20. MACHINERY MATTERS

- 20.1 This agreement is subject to the laws of, and you irrevocably submit to the non-exclusive jurisdiction of the courts of, the Australian Capital Territory.
- 20.2 The terms of this agreement may not be varied, except by a document signed by both you and us.
- 20.3 Any failure or delay by us in exercising any of our rights is not a waiver of that right or an election not to exercise that right or any other right.

- 20.4 We may assign our rights against you to another person by giving you a written notice to that effect.
- 20.5 This agreement sets out the entire agreement between us and you in relation to its subject matter and supersedes any previous correspondence, agreements, arrangements or understandings between us.
- 20.6 You must not assign your rights against us, without our prior written consent.
- 20.7 We may send notices to you by:
- (a) addressing them to you at the same address to which this agreement is addressed or at any address or facsimile number which you provide to us during the term of this agreement; or
 - (b) subject to clause 20.9, addressing them to you at any electronic mail address which you provide to us in accordance with clause 20.9(b) or clause 20.10.
- 20.8 A notice or communication delivered or sent in accordance with this agreement will be deemed to have been given:
- (a) if delivered by hand, upon receipt;
 - (b) if sent by facsimile, on the following Business Day after the day a successful transmission report is created by the sending machine, unless within 2 Business Days, the sender is informed that the transmission was received in incomplete or garbled form; or
 - (c) if posted, 3 Business Days after posting.
- 20.9 A notice or communication under this agreement may be given by electronic mail if, prior to the notice or communication being given, the parties have:
- (a) agreed that electronic communication is to be an acceptable form of communication; and
 - (b) provided each other their respective electronic mail addresses and any other information required to enable the sending and receipt of information by electronic means.
- 20.10 An electronic communication delivered or sent in accordance with this agreement will be deemed to have been given when the sender receives an apparently human generated confirmation of receipt.
- 20.11 Any provision of this agreement which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any of the other provisions of this agreement.

21. INTERPRETATION

21.1 In this agreement:

Animal Health Australia Material means any document, information or other thing we provide to you or any of Your Staff in connection with the performance of the Nominated Services.

Business Day means any day other than a Saturday, Sunday or public holiday at the location that an event is to occur or a notice is to be provided.

Confidential Information means information acquired or produced by you or any of Your Staff, that relates in any way to us (or any of our members, programs, finances or Our Staff) or the Nominated Services, and that:

- (a) is, by its nature, confidential;
- (b) is designated by us as confidential; or
- (c) you, or one of Your Staff, knows or ought to know is confidential, but does not include information that is already in the public domain.

Consultant Material means any document, information or other thing which is in existence other than for the purposes of the Nominated Services which you provide to us in the course of performing the Nominated Services.

Contact Person means the person named in the 'Contact Person' section of the Schedule.

Contract Material means any document (including draft document), computer file or other thing created by you, of any of Your Staff, in connection with the performance of the Nominated Services.

Fees mean the fees set out in the 'Fees' section of the Schedule.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means any copyright, trade mark, trade secret, service mark, design, drawing, patent, know-how, secret process, circuit layout and other similar proprietary rights and the rights to the registration of those rights.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, anywhere in the world.

Nominated Services means the services set out in the 'Nominated Services' section of the Schedule.

Our Staff means our employees, officers, agents, members, contractors and consultants other than you or Your Staff.

Personal Information has the meaning given to that term under any of the applicable Privacy Laws.

Privacy Laws means the *Privacy Act 1988* (Cth) and the Australian Privacy Principles under the Privacy Act, regardless of whether the Australian Privacy Principles would apply but for this agreement.

Specified Personnel means the person or persons (if any) named in the 'Specified Personnel' section of the Schedule.

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

Your Staff means your workers, including employees, officers, agents, contractors and consultants who You engage to provide the Nominated Services, including but not limited to the Specified Personnel.

21.2 In this agreement:

- (a) headings do not affect the meaning of clauses;
- (b) a reference to a clause or a schedule is a reference to a clause of, or the schedule to, this agreement;
- (c) where the context permits, a word in the singular can be read in the plural, and vice versa; and
- (d) references to 'our', 'we' and 'us' are references to Australian Animal Health Council Ltd ACN 071 890 956, or its assignee; and
- (e) references to 'you' or 'your' are references to **[INSERT NAME OF CONSULTANT], [IF APPROPRIATE, trading as [INSERT TRADING NAME]], ABN [INSERT ABN OF CONSULTANT] and [IF A COMPANY, ACN [INSERT ACN]].**

22. ACCEPTANCE

22.1 You can accept this offer by signing the enclosed copy of this agreement, and returning the signed copy to us.

Yours sincerely

Kathleen Plowman
CHIEF EXECUTIVE OFFICER

[TO BE INCLUDED ON COPY LETTER ONLY – delete entries not needed]

By signing the below, the Consultant accepts the above terms and conditions.

[FOR AN INDIVIDUAL]

Executed by _____) Consultant (signed): _____
Name of Consultant _____)
ABN: _____) Name (printed): _____
_____)
_____) Title _____

in the presence of:

Witness (signed): _____

Name (printed): _____

Date: _____

[FOR A COMPANY - MULTIPLE OFFICERS]

Executed by #**[Insert company name]**#
ACN #**[Insert ACN]**# in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

[FOR A COMPANY - SOLE DIRECTOR AND SOLE COMPANY SECRETARY]

Executed by #[Insert company name]#
ACN #[Insert ACN]# in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by:

Signature of sole director and sole company
Secretary

Full name (print)

[FOR A PARTNERSHIP]

Executed for and on behalf of) Partner (signed): _____
Name of Partnership)
by a partner with authority to bind all) Name (printed): _____
Partners in Australia)
ABN:) Title: _____

in the presence of:

Witness (signed): _____

Name (printed): _____

Date: _____

SCHEDULE

1. Nominated Services (clause 1)

Background

Clause 13.3 of the *Government and Livestock Industry Cost Sharing Deed in respect of emergency animal disease (EAD) responses* (the EADRA), requires the National Management Group (NMG) to obtain advice on the efficiency of an EAD Response Plan (EADRP).

The EADRA envisages this advice to be provided through an efficiency assessment conducted by an Efficiency Advocate. The purpose of the Efficiency Advocate is to provide progressive feedback to the NMG, that the agreed EADRP is being implemented in accordance with the provisions of the EADRA and to provide evidence and assurance to the Parties to the EADRA that a Cost Shared¹² response is being conducted in an effective¹³ and efficient¹⁴ manner and delivering value for money to the Parties contributing to the Cost Sharing.

At a teleconference on [Day Date], NMG noted that the Consultative Committee on Emergency Animal Disease (CCEAD) met on [Date] by teleconference to consider a report from [State/Territory] of the [describe the type of premises infected and the disease].

Amongst other things, NMG noted that an EADRP prepared by [State/Territory] had been endorsed by CCEAD, subject to further refinement of eradication costs, and that CCEAD considers that a promptly executed emergency response as specified by the agreed EADRP provides a high likelihood of eradication of this disease from [species] at this property.

NMG also noted that preliminary costings of the EADRP provided by [State/Territory] approximated \$XX million, and agreed to Cost Share the EADRP to an initial budget of \$XX million to allow eradication to commence, noting that further advice will be provided once the costs have been refined and may be increased by the NMG upon further updates.

Importantly, NMG agreed that an appropriately qualified expert be appointed in the role of Efficiency Advocate under EADRA (financed through Cost Sharing). The intent is to provide assurance to the Parties that a Cost Shared response is being conducted as described and in an effective and efficient manner.

Terms of reference – nominated services

In accordance with the requirement of the EADRA, undertake the role of an Efficiency Advocate for the [Name of response] outbreak in [Species] in [Place], [State/Territory].

The purpose of an Efficiency Advocate is to conduct an examination [not an audit] of relevant aspects of the response operations of the Lead Agency and to assist the implementation of an agreed EADRP in accordance with the requirements of the EADRA. The intent is to provide assurance to the Parties to the EADRA that a Cost Shared response is being conducted as described and in an effective and efficient manner. An Efficiency Advocate will:

- be independent of all Affected Parties;
- need to declare any conflict of interest as soon as they become aware of it;
- Have specific regard to the requirements of **Part 1 of Schedule 11**, Efficiency Assessment, of the EADRA;

¹² Capitalised, because used as defined in the EADRA

¹³ Effectiveness is about doing the right task, completing activities, achieving goals, and producing the intended or expected result.

¹⁴ Efficiency is about doing things in an optimal way, for example doing it the fastest or in the least expensive way or performing or functioning in the best possible manner with the least waste of time and effort.

- assess whether the agreed EADRP, prepared by the Lead Agency, will substantially achieve the requirements of the Parties by:
 - becoming familiar with its direction and content;
 - comparing actual with proposed activities; and
 - assessing the processes used for arriving at expenditures proposed for cost sharing.
- where appropriate, suggest alternative action to modify the implementation of the EADRP or associated expenditure;
- if and when appropriate, suggest to the Lead Agency changes to the EADRP to ensure efficiency is maximised;
- document suggested alternative action and the responses of the Lead Agency;
- ensure Liaison and/or Specialist Personnel are adequately utilised;
- Provide progressive and timely feedback to the NMG or Relevant Parties and Affected industries on the evaluation of all aspects of the implementation of the EADRP;
- Assist the Lead Agency to determine cost effective resource deployment options;
- Provide advice to the Lead Agency on the cost sharing implications of resource deployment options;
- Provide an assessment to funding Parties on the progress and efficiency of the response;
- Participate in teleconferences with Animal Health Australia to ensure consistency of approach, report formatting and any other relevant issues;
- Prepare and present progressive reports to the NMG, and CCEAD and Relevant Parties as required, at least quarterly or other agreed period, that present a balanced perspective and place primary emphasis on matters for attention;
- Within 60 days of completion of the Proof of Freedom Phase, prepare and present a final report summarising all issues reported to NMG during the conduct of the EAD Response.

2. Period of Agreement

Commencement Date: [INSERT]

Completion Date: 3 months after completion of the Proof of freedom Phase of the EAD Response

3. Deliverables

Task Description	Task Completion Date
Liaise with the Lead Agency and with Animal Health Australia by phone, email and face to face as required	On-going
Approval of Efficiency Advocate Action Plan	Within 5 days of appointment
Provide written feedback to the Lead Agency and Animal Health Australia on the evaluation of all	At least 24 hours before a scheduled CCEAD meeting

aspects of the implementation of the EADRP (as appropriate at the time)	
Prepare and present progressive reports that present a balanced perspective and place primary emphasis on matters for attention	At least 24 hours before a schedule NMG meeting
Prepare and present a final report summarising all issues reported to either the Lead Agency or NMG during the conduct of the EAD Response	Within 60 days of the completion of the Proof of Freedom Phase of the EAD Response

4. Fees (clause 4)

[Subject to this agreement, the rate of Fees payable for the Nominated Services will be \$....00 per hour/day [GST exclusive]].

[The total Fees payable under this agreement will not exceed \$....00 [GST exclusive] (maximum fee)].

Payment Schedule: [to be inserted showing timing of payment, milestones etc.]

#	Milestone	Date	Payment
	Exchange of contract	[Date]	\$.....00
	Approval of Efficiency Advocate Action Plan	[Date]	
	Delivery of interim reports(s) at least 24 hours prior to NMG meetings	Various	
	Final report summarising all issues reported to either the Lead Agency or NMG during the conduct of the EAD Response	Within 60 days of the completion of the Proof of Freedom Phase of the EAD Response	Balance

5. Animal Health Australia Contact Person (clause 6)

[insert details, including name, position, address, fax and telephone number]

6. Specified Personnel

[insert details, or write 'not applicable']

[Name]

[Address]

[Tel]

[E-mail]

[Please ensure all guidance notes have been deleted before finalising the letter and sending it to the consultant. The consultant must be provided with one original of the letter, signed by AHA and a copy of the signed letter.]