

Request for Tender

**Project: Innovative technology
to enable lifetime traceability of
livestock.**

5 November 2021

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Background

Animal Health Australia is a not for profit, public company established by Australia's governments and livestock industries to coordinate a national approach to the enhancement of Australia's animal health status and strengthening the national biosecurity system.

Animal Health Australia project manages a number of programs related to the national animal biosecurity system on behalf of its members.

AHA is working with the New South Wales Department of Primary Industries to deliver a traceability project supporting strong primary industries and protecting and enhancing the biosecurity of NSW.

This project aims to understand and document the user experience of people fulfilling their legislated responsibilities in relation to recording **property to property** (P2P) livestock movements in the NLIS database. It will also identify potential options to simplify the process for users whilst meeting the needs of the NLIS (traceability and product integrity).

The consultants will do this through a small series of case studies interviewing livestock industry participants in the cattle, sheep and goat sectors, including both commercial and stud operations. The case studies must include examples of producers utilising visual ID and others using individual electronic identification (eID) tagging systems so a comparison can be made when undertaking property to property movement operations to meet NLIS requirements.

Details about AHA can be found on its website at www.animalhealthaustralia.com.au .

More information about the NSW Department of Primary Industries can be found on its website at www.dpi.nsw.gov.au .

Conditions of Tendering

The Requirement

1. Animal Health Australia (the Company) has a requirement for the provision of consultancy services to deliver a project which examines specifically:
 - Property to property movements – for identified livestock industries utilizing mob-based and eID tagging management systems with currently available technologies.
2. The selected Tenderer will be required to ensure the provision of the Services described in the Detailed Specifications, and in accordance with a supplied draft Conditions of Contract.
3. Final delivery of the full contract is required by no later than 31st March 2022.

Lodgement of Tenders

4. Tenders must be addressed as follows and lodged as indicated.

The Company Secretary
Animal Health Australia
95 Northbourne Avenue
Turner ACT 2602

Telephone enquiries to Tatiana Yokozawa on 02 62033921.

5. Tenders must be lodged at the above by 5.00 pm on Monday 15th November.
6. Tenders may be lodged by email to Companysecretary@animalhealthaustralia.com.au.
7. Where tenders are lodged by email, an original hard copy must also be lodged by the closing time. Where there is discrepancy between the electronic and hard copies, the hard copy version marked Original shall prevail.
8. All tenders and their content will be handled as *Commercial in Confidence* and will not be divulged to any other person or organisation.
9. Tenders lodged after the closing time will be deemed to be late. Late tenders may be admitted to the evaluation process at the absolute discretion of the Company. No correspondence will be entered into in relation to a decision whether or not to consider a late tender.

Corrections and Additions

10. Where a Tenderer becomes aware of any discrepancy, error or omission in the Request for Tender submitted and wishes to lodge a correction or additional information that must be done in writing and lodged in accordance with the above provisions before closing.

Ownership of tender documents

11. All tender documents will become the property of Animal Health Australia once received. The Company may make copies of the tender documents for any purpose related to this Tender process.

Tender Validity Period

12. The tendered offer remains valid for acceptance for period of 30 days from close of tenders. Tenderers should state any longer period for which an offer remains valid.

Conflict of Interest

13. Where a Tenderer identifies a conflict of interest may arise in the provision of the Services, they are to identify that potential conflict of interest in their tender. If at any time prior to entering into a Contract for the Services, an actual or potential conflict of interest arises or may arise for any Tenderer, that Tenderer must immediately notify the Company in writing. If any such conflict of interest might arise for a Tenderer before

entering into a Contract for the Services, Animal Health Australia may at its absolute discretion:

- enter into discussions to seek to resolve such conflict of interest; or
- disregard the tender submitted by such a Tenderer; or
- take any action it considers appropriate.

The Contractor

14. Animal Health Australia intends to deal with a single Contractor for the required services. However, in the event that a conflict of interest is identified with the Contractor or one of its sub-contractors, the Company reserves the right to select another Tenderer for all or part of the Services.

Cost of Preparing and Submitting the Request for Tender

15. Under no circumstances will Animal Health Australia be responsible for any costs incurred by a Tenderer in preparing a tender, or associated expenses related to this Request for Tender.

Alterations, Erasures or Illegibility

16. Tenders containing alterations or erasures, and in which prices or other information are not clearly and legibly stated, may be excluded from consideration. Any alteration made to a tender must be initialled by the Tenderer.

Acquaintance

17. Tenderers shall not rely, and shall be deemed not to have relied, upon any statement or representation by the Company, whether before or after the date of this Request for Tender, in connection with the Request for Tender or the Request for Tender process, unless that statement or representation is made in writing by the Contract Authority or the Contract Manager.

Format of Responses

18. Tenderers are required to submit their reply to this Request for Tender structured as follows:

- Executive Summary of the Tender;
- Phased Work Plan;
- Service Management and Delivery details;
- Schedule of Prices as at Attachment 1;
- Statement of Compliance;
- Tenderer Details;
- Insurance Details;
- Declaration by Tenderer as at Attachment 2;

- Capacity Details;
 - Experience Details, including at least one referee.
19. All particulars and information required in this Request for Tender are to be provided. Failure to do so may render a tender liable to rejection.
20. Where the response to a particular requirement is covered in another clause or section of the tender a cross reference to that clause or section must be provided.

Clarification

21. Where the intention of a tender is unclear, Animal Health Australia may seek clarification from the Tenderer. Any clarification provided by the Tenderer in response to a request for clarification is not to contain any new material additional to that included in the Tenderer's tender. Failure to supply clarification to the satisfaction of the Company may render the tender liable to rejection.
22. Animal Health Australia reserves the right to conduct negotiations with any or all of the Tenderers after the tender closing date. In these post tender negotiations, the Company may seek variations to an offer or may seek supplementary offers in respect of any changes to the originally stated requirements.
23. Animal Health Australia reserves the right to enter into any such discussions and negotiations at its absolute discretion (which includes negotiating with any Tenderer as it deems fit including without the need to correspond with other Tenderers during this post tender period).

No Contract or Undertaking

24. Nothing in this Request for Tender, or in any tender, or both, shall be construed to create any binding contract (express or implied) between Animal Health Australia and any Tenderer. Any conduct or statement of the Company whether prior to or subsequent to the issuance of this Request for Tender is not, and the Request for Tender is not, and shall not be deemed to be:
- an offer to contract; or
 - a binding undertaking of any kind,

unless specifically expressed in writing as such and is signed by the Contract Manager.

Evaluation Process

25. Tenders will be evaluated to identify the option that represents best value for money, on the basis of the evaluation criteria set out in Clause 29.
26. Animal Health Australia may at any time, at its absolute discretion, withdraw this Request for Tender and/or change, suspend or terminate the tender process including without reference or notice to any of the Tenderers.

27. To enable a comprehensive and accurate assessment of each tender against the criteria listed in Clause 29, it is emphasised that Tenderers should provide the information requested.
28. Animal Health Australia unconditionally reserves the right to accept or reject any tender regardless of compliance or non-compliance with the Conditions of Tendering. Acceptance of the preferred tender will be subject to the execution of a Contract substantially, in the form of Attachment 3 *Draft Conditions of Contract*, between the Company and the successful Tenderer.

Evaluation Criteria

29. The consultant will be selected on the basis of a demonstrated capacity in the following areas, arranged in order of priority:

Tender must include addressing the below compliance criteria and evaluation criteria. Failure to do so will potentially render submission liable to rejection.

No.	Evaluation Criteria	Weighting %
1	Provide an itemised plan for project delivery, including: utilising a range of techniques to gather information, as appropriate (e.g. one-on-one, paper-based etc) to the subject audience and identifying opportunities for Value-Add	30
2	Provide evidence to support consultant's experience working with livestock owners, completing high-quality social research projects, understanding of online and paper data management systems and animal traceability in Australia/New South Wales	30
3	The tender provides a range of budget options for different service levels to facilitate our selection within available funding	20
4	Vendor can make sufficient resources available to complete project tasks to a high quality, on time and to quoted budget	20

Tendered Prices

30. The assessment of tendered prices will take into account the following:
- whether the tendered price is fixed for the term of the Contract or variable (Tenderers should be aware that it is the Company's preference for a fixed price);
 - the tendered rates for the required Services;
 - pricing flexibility;

- settlement discounts (if any); and
- any other costs or discounts which form part of the Tenderer's offer.

Tenderers to inform themselves

31. Tenderers shall be deemed to have:

- examined this Request for Tender, and any other documents referenced or referred to herein, and any other information made available in writing by the Company to Tenderers for the purposes of submitting a tender;
- examined all other information which is obtainable by the making of reasonable and timely inquiries and relevant to the risks, contingencies and other circumstances having an effect on their tender; and
- satisfied themselves as to the correctness and sufficiency of their tender., including quoted prices which shall be deemed to cover the cost of all matters necessary for the due and proper performance and delivery of the services described in the *Detailed Specifications*.

32. It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their tender.

33. The activities detailed in the *Detailed Specifications* are based on current and historical requirements. Tenderers must, however, make their own independent assessments of actual workload requirements under any resultant Contract and any tender will be deemed to have been based upon such an independent assessment. Workload requirements must also accommodate the necessary flexibility of variances/fluctuations in Service demand.

34. Any significant variation to the scope or nature of Services required under the Contract due to planned or unforeseen activities will be the subject of appropriate Contract variation provisions. In situations where a requirement arises for a new service not covered under this Contract, the Company may, at its sole discretion, request a quotation from the Tenderer to perform the new service.

Point of contact

35. All enquiries for information beyond that contained in this Request for Tender are to be formally lodged by email and are to be addressed to the Contract Manager:

Tatiana Yokozawa (Animal Health Australia)
95 Northbourne Avenue
Turner ACT 2602
Email: aha@animalhealthaustralia.com.au

Statement of Compliance

36. Tenderers must state their compliance or otherwise with each clause and attachment of:

- Conditions of Tendering (*paragraphs 1 - 24* of this document);
- Evaluation Process (*paragraphs 25 - 35* of this document);
- Detailed Specifications
- Draft Conditions of Contract

37. Responses are to be in the order in which the paragraphs or clauses appear and refer to the relevant paragraph or clause number or Attachment. Non-committal terms as 'Noted' should not be used and may be considered non-compliant. Tenderers are to use the following expressions:

- "complies", which means:
 - (1) in the case of a paragraph or clause which is of an informative nature only that the paragraph or clause has been read and understood;
 - (2) in the case of a paragraph or clause which would impose a contractual condition or obligation, that the condition or obligation would be agreed to; or
 - (3) in the case of a paragraph or clause which specifies a characteristic or performance to be met by the Services to be provided that the offer is to provide the requirement as specified;
- "does not comply", which means that the complete contractual condition, obligation, characteristic or performance requirement imposed by the paragraph or clause would not be met by the offer;
- "partially complies", which means that the contractual condition, obligation, characteristic or performance requirement imposed by the paragraph or clause can be substantially met by the offer, subject to certain qualifications;
- "significantly exceeds requirements", which means that the offer would provide Services of greater value to the Company than those specified in the paragraph or clause; and
- "not applicable", which means that, due to the nature of the offer, or of the Tenderer, the question of adherence to the paragraph or clause does not arise.

38. Where an offer does not comply, or partially complies, with particular paragraphs or clauses in this Request for Tender, the extent of non-compliance must be stated. Tenderers must also provide reasons and details of any alternative proposal, including the price differential between compliance and non-compliance. The Tenderer must provide separately a summary list of paragraphs or clauses in respect of which there is non-compliance. Where an offer exceeds the requirement tenderers must provide details.

39. Where particular paragraphs or clauses in this Request for Tender require certain information to be provided by the Tenderer, that information may be incorporated in

the Statement of Compliance or cross-referenced in the Statement of Compliance to the relevant part of the tendered offer.

Tenderer Details

40. Tenderers are to provide the following details:

- full description of legal entity/company/enterprise name, including parent entity/company/enterprise name if appropriate;
- details of relevant partners/company principals, and public office bearers (if applicable);
- the date and place of incorporation and the Australian Business Number (if applicable);
- enterprise profile including the size, the location of enterprise sites, and enterprise service details;
- registered address;
- postal address;
- name, telephone, facsimile and email address of contact person for enquiries;
- details of any industry/professional association memberships.

Financial Viability

41. It may be necessary for Tenderers to further confirm their financial viability and commercial stability. For this purpose Tenderers should, within five (5) days of being requested to do so, provide details of relevant financial data concerning the Tenderer's organisation. Such information may include (but not necessarily be limited to):

- copies of annual reports; and
- particulars of any petition, claim, action, judgement or decision which is likely to adversely affect the Tenderer's performance of the Contract.

42. If the information provided pursuant to this requirement is not considered adequate, the conduct of a financial investigation of the Tenderer may be required.

Service Management and Delivery

43. Tenderers are required to provide the following information:

- details of how the management arrangements will operate for the delivery of the Service, including specific details about the nature and frequency of management direction and review of progress;
- a summary of the skills and qualifications profile of the personnel to be employed in the performance of the Service (and curriculum vitae for staff who would be allocated to the project if known).

- specific details of how the performance standards for the Service will be achieved and monitored.

Capacity

44. Tenderers are to demonstrate that they have the organisational capacity to deliver the Services by providing details of the strategy(ies) for resourcing, in terms of staff/equipment/facilities, the proposed Service organisation, including the resources to be applied for the delivery of the Services from the Tenderer's existing resource base.

Experience and Capability

45. To assess the Tenderer's capability to deliver the Services, Tenderers are to provide details of similar services provided within the last three (3) years, including:
- the organisation(s) for whom the services were undertaken, including contact details;
 - the period over which the work was undertaken; and
 - the value of the work undertaken.

Insurance and Indemnity

46. Tenderers will be expected to have in place insurance arrangements appropriate to the Services, which at least accord with legal requirements in respect of workers compensation, public liability and, where relevant, professional indemnity insurance. Details of the Tenderer's existing insurance arrangements are to be provided. Tenderers are also expected to provide suitable indemnities as requested by the Company. Tenderers are required to provide details of current Workers Compensation Insurance Policy(s), including providing proof of current WorkCover Insurance Policy(s) held.

Pricing Details

47. The tender is for a fixed price for the term of the contract. The payment schedule will be staged, dependent upon provision of a report and satisfactory performance against the contract, decided by AHA.
48. Tenderers are to complete the **Schedule of Prices** in the format set out in **Attachment 1**.
49. Tendered prices shall include all charges necessary and incidental to the proper delivery of the Services.
50. Tenderers are to indicate whether the tendered prices are Fixed or Variable. Where variable prices are tendered and for the purpose of comparative evaluation of tenders, account will be taken of changes in the price tendered which are likely to accrue over the expected period of the Contract as a result of the Tenderer's proposed basis for price variation.
51. Tendered prices are to be quoted in Australian dollars.

Draft Conditions of Contract

52. A copy of the standard consultancy contract used by Animal Health Australia is provided as **Attachment 3**. The contract will be completed using this Request for Tender and the tender document submitted by the successful tenderer. Tenderers should be aware that due to timing constraints, the Company will be aiming to finalise the contract quickly after advice is provided to the tenderer that they are the successful bidder.

Tenderer Declaration

53. Tenderers are required to complete the '**Declaration by Tenderer**' form enclosed in **Attachment 2**.

Attachments

1. Detailed Specifications
2. Declaration by Tenderer
3. Draft Conditions of Contract

Attachment 1 – Detailed Specifications

Animal Health Australia's requirement

Animal Health Australia requires the successful consultant to:

Background

- 1.1 Responding to emergency animal disease is a core element to protecting the economy, human health and the environment and is a key commitment of NSW DPI Strategic Plan (2019 – 2023)
- 1.2 A robust traceability system provides the ability to respond to animal disease events in a fast and accurate manner
- 1.3 In recent years there has been a concentrated effort to improve the lifetime livestock traceability through technological advancements. This includes improvement in global property identification standards and the ability to uniquely identify individual animals and their lifetime movements.
- 1.4 Livestock case studies will include:
 - 1.4.1 cattle, sheep and goat sectors,
 - 1.4.2 commercial and stud operations from each sector, and
 - 1.4.3 examples of enterprises using visual ID systems and those using eID tagging systems.

Terms of Reference

Essential

- 2 Document the current user experience to gather data and record property to property movements for cattle, sheep and goats for both commercial and stud operations utilising visual and eID tagging systems.
 - 2.1 Identify other farm livestock management operations that could also be linked or captured utilising similar tools. Build on the familiarity and confidence in use of technology and tools already on farm.
 - 2.2 Identify areas where future technology development could streamline data input and actions to upload stock transfer information to the NLIS database to increase user compliance.
 - 2.3 Key considerations:
 - 2.3.1 Identify number of property-to-property movements that would be captured using transport companies' vs the number that privately transport stock. How large is the gap in market?
 - 2.3.2 Engage with landholders that currently use only visual tags, and others who only use eID tags to understand and document both situations across cattle, sheep and goat sectors.
 - 2.3.3 There are currently multiple tools on the market to scan RFID tags, these tools present the data in differing formats. Report on what impact this has on landholders' ability to perform the data transfer.
 - 2.4 Understand the process experienced by producers when purchasing stock from private sales and online platforms such as Auctions plus, Facebook and Gumtree.

- 2.5 Make contact with traceability units in other jurisdictions to request access to published reports on similar studies they may have conducted, As the NLIS is a national system, they may have conducted similar activities and identified learnings that could be ground truthed within NSW. For example, the conduct of case studies by the Victorian Government with the introduction of sheep and goat eID.

Out of scope

- Supply chain- Processor to retail
- Livestock – chickens, pigs
- Design of a solution

Deliverables

Project milestones

Submission of expression of interest	15 November 2021
Selection and appointment of successful tenderer	20 November 2021
Milestone 1 – Interim report to Animal Health Australia	1 March 2022
Milestone 2 Final report to Animal Health Australia	31 March 2022

Attachment 2 – Declaration by Tenderer

The undersigned, for and on behalf of [*..here insert company name..*] hereby offers the Services tendered for herein at the prices quoted, and subject to the conditions set forth herein.

The offer contained in this tender remains valid for acceptance for a period of at least 30 days from the close of tenders.

Signature	Date	Official Position in the Company/Firm
Duly authorised to sign Tenders and Quotations for an on behalf of:		
Registered Address	Postal Address	
Telephone Number	Facsimile Number	
Details of Point of Contact		
Name:		
Position in the Company:		
Telephone Number:	Facsimile Number:	
Email:		

Attachment 3 – Draft Conditions of Contract

[DATE] (Letter Date)

[NAME AND ADDRESS OF THE ADDRESSEE AND AGENCY]

Dear [INSERT NAME OF ADDRESSEE]

CONSULTANCY SERVICES – [name of consultancy]

If you agree to provide the Nominated Services as set out in this agreement, your acceptance must be notified by signing, dating and returning the agreement to us within 15 Business Days of the Letter Date.

BACKGROUND

- A. We require the provision of the Nominated Services.
- B. You agree to provide the Nominated Services on the terms and conditions set out in this agreement.

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 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.

- 2.1 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.
- 2.2 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.
- 2.3 At any time (and for 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 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 received all necessary delegations, approvals and consents to enter into this agreement and perform your obligations under it; and
 - (c) you are aware of no actual or potential grievance, complaint, proceeding or action that could have a material adverse effect on any of Your Staff, or their ability to comply with your and their obligations to us; and
 - (d) 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 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 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, Finance and Administration.

7. CONTRACT MATERIAL

- 7.1 The ownership of all Contract Material and all Intellectual Property in respect of the Contract Material vests in Animal Health Australia and NSW DPI 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 expressly agreed in writing to the contrary, you grant to Animal Health Australia and NSW DPI a permanent, irrevocable, worldwide, royalty free, non-exclusive licence (including a right to sublicense) to use, reproduce, modify, adapt, broadcast, communicate and exploit Agency Material.

- 7.4 At our request, you must do anything necessary, and ensure that Your Staff do anything necessary, to evidence or perfect Animal Health Australia and NSW DPI's Intellectual Property rights in respect of Contract Material or Agency 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 Agency 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; and
- (c) the Contract Material (or its use by us) will not infringe the Intellectual Property rights or Moral Rights of any person.

- 7.7 You will promptly notify us after becoming aware of any discoveries, improvements and inventions made or conceived by you or Your Staff in the course of providing the Nominated Services.

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.

8.5 You must comply with those 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 the Agency 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; and
- (c) except as permitted under clause 10.5, 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 your 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.

10.2 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.

- 10.3 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.
- 10.4 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.
- 10.5 You may disclose Confidential Information to a:
- (a) Minister;
 - (b) Parliament or its committees;
 - (c) the Auditor-General; or
 - (d) the audit office of,
- the Relevant Body Politic, only to the extent necessary to respond to a question from those persons or bodies or to give effect to government policy requirements. In this case, you will notify us in writing giving details of the disclosure either prior to the disclosure or, if this is not practicable, as soon as practicable.
- 11. CONFLICT OF INTEREST**
- 11.1 You warrant to us that, to the best of your knowledge and after making diligent inquiry, neither the Agency nor any of Your Staff have, at the date you sign this letter, an actual, potential or perceived conflict of interest in relation to the performance of any part of the Nominated Services.
- 11.2 If, during the term of this agreement, a conflict of interest arises in relation to the Agency or Your Staff, or appears likely to arise, you undertake to notify us immediately in writing and to take such steps as we may reasonably require to resolve or otherwise deal with that conflict.
- 11.3 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) ensure that the Agency and Your Staff do not, engage in any activity or obtain any interest during the term of this agreement that may conflict with, or restrict the Agency from providing the Nominated Services fairly and independently.

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 in writing to do so. 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 authorisation.
- 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 that you must 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 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 you must ensure Your Staff comply with any such directions.
- 13.6 If you subcontract any part of the Nominated Services in accordance with clause 18, 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 a 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) 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;
 - (e) a conflict of interest arises in relation to you or any of Your Staff that cannot be promptly resolved to our satisfaction;
 - (f) 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;
 - (g) 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; or
 - (h) 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.

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.

- 15.2 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.
- 15.3 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.
- 15.4 Any provision of this agreement which expressly or by implication from its nature is intended to survive the expiry or termination of the agreement, and any rights arising on termination or expiry shall survive, including the provisions in clauses 7 to 12, 13.3, 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 against, any claim, loss or expense (including legal costs on a solicitor and own client basis) which is paid, suffered or incurred by us or Our Staff 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 Agency 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 Your liability to indemnify us under clause 16.1 will not exceed the Indemnity Limitation. The Indemnity Limitation applies only to your liability to indemnify us under clause 16.1 and does not limit or restrict our rights independently of the indemnity in

clause 16.1 to recover damages from you for breach of this agreement or for negligence.

- 16.4 We will promptly notify you of any event or action we become aware of that may lead to us making a claim under an indemnity provided by you in this agreement.
- 16.5 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.
- 16.6 You acknowledge that we hold on trust for those indemnified 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.
- 16.7 You may participate in, and we will act in accordance with your reasonable instructions regarding, the defence of any claim against us where you have indemnified us against loss or expense (including legal costs on a solicitor and own client basis) which is paid, suffered or incurred by us as a result of that claim.

17. INSURANCE

- 17.1 You warrant that the Agency's self-insurance scheme extends to cover the Nominated Services that Your Staff provide.
- 17.2 Where we approve the use of a sub-contractor under clause 18, you must provide us with copies of the sub-contractor's certificates of currency of insurance for professional indemnity, public liability, workers compensation and any other insurance reasonably requested by us as a condition of our consent to the use of the sub-contractor.

18. ASSIGNMENT AND SUBCONTRACTING

- 18.1 Subject to clause 18.2, you must not sub-contract the performance of your obligations to us, or assign your rights against us, without our prior written consent.
- 18.2 Our consent is not required if you assign your rights against us to:
- (a) another department or entity of the Relevant Body Politic;
 - (b) a body which is a successor of your functions, assets and undertakings and is controlled by:
 - (i) a Commonwealth, State or Territory government; or
 - (ii) any combination of those body politics referred to in clause 18.2(b)(i); or
 - (iii) an agency, statutory body or any corporation substantially owned or controlled by the Relevant Body Politic.

You must notify us of any action taken in the exercise of your rights under this clause 18.2.

- 18.3 You will be responsible for the work of any of your sub-contractors approved by us.
- 18.4 Subject to clause 18.5, any work undertaken by your subcontractors must be undertaken to the same standard as stated in this agreement.
- 18.5 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 sub-contract.

19. ACCESS TO PREMISES AND RECORDS

- 19.1 Each party 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 it or its staff to:

- (a) the other party or any persons authorised in writing by that party; and
- (b) the other party's auditors.

- 19.2 In the case of documents or records stored on a medium other than in writing, each party must make available on request, and at no expense to the other party, such facilities as may be necessary to enable a legible reproduction to be created.
- 19.3 If you subcontract any part of the Nominated Services in accordance with clause 18, you must ensure that your contract with the subcontractor contains a clause giving us rights equivalent to this clause 19.

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 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 20.8(b) or clause 20.10.
- 20.7 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.
- 20.8 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.
- 20.9 An electronic communication delivered or sent in accordance with this agreement will be deemed to have been given when received in readable form addressed to an electronic mail address which you provide to us in accordance clause 20.8(b) or clause 20.10.

- 20.10 Each party must promptly notify the other party of any change to their electronic mail address or any other such information supplied by them.
- 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:

Agency means [insert name of agency or entity] ABN [insert], representing you.

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.

Agency 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).

Indemnity Limitation means the amount specified in the 'Indemnity Limitation' section of the Schedule.

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:

- (a) where the Agency comprises the Commonwealth of Australia, 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; or
- (b) otherwise, means the State or Territory privacy legislation applicable to the Agency.

Relevant Body Politic means the [INSERT EITHER 'COMMONWEALTH OF AUSTRALIA' OR THE APPLICABLE STATE/TERRITORY]

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.

You means the entity or body politic named in the addressee details of this agreement or named in your signature block.

Your Staff means your employees, officers, agents, contractors and consultants who are engaged to provide or perform duties in connection with the Nominated Services or have access to the Confidential Information.

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;
- (d) references to 'our', 'we' and 'us' are references to Australian Animal Health Council Ltd ACN 071 890 956, or its assignee; and

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]

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

Executed for and on behalf of) Representative (signed):

[Name of Agency])

) Name (printed):

ABN:)

by its duly authorised) Title:

Representative)

in the presence of:

Witness (signed): _____

Name (printed): _____

Date: _____

SCHEDULE

1. Nominated Services (clause 1)

[insert details, including required reports and any service standards]

2. Period of Agreement

Commencement Date: *[insert]*

Completion Date: *[insert]*

3. Deliverables

Task Description	Task Completion Date
<i>[insert or write 'Not applicable']</i>	<i>[insert or write 'Not applicable']</i>
<i>[insert or write 'Not applicable']</i>	<i>[insert or write 'Not applicable']</i>

4. Fees (clause 4)

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

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

[The Fees payable under this agreement are [inclusive] [OR exclusive] of any superannuation, pay as you go and other entitlements.]

5. Animal Health Australia Contact Person (clause 6)

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

6. Specified Personnel

[insert or mark 'Not applicable'.]

7. Indemnity Limitation

[\$[insert amount or mark 'Not applicable - this agreement contains an unlimited indemnity'.]

