



Request for Tender
2020 Farm Biosecurity Producer
Survey

RFT No. FBS2019

DECEMBER 2019

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Description The name of this RFT is “**Request for tender for the provision of Market Research Services to undertake the 2020 Farm Biosecurity Producer Survey.**”

Release Date Monday 16 December 2019

Closing Time **2:00 pm EDST Friday 24 January 2020**

Offer Period Submitted tenders will remain open for acceptance by AHA for a period of 6 months after the Closing Time.

Lodgement of tenders By email only companysecretary@animalhealthaustralia.com.au

PART A REQUIREMENTS

Background on AHA and PHA and their desire to better understand the status of producer attitudes and behaviors in relation to farm biosecurity

Animal Health Australia (AHA) is an incorporated, not-for-profit, public company established in 1996 by the Australian, state and territory governments, and major national livestock industries, and is governed by an independently selected, skills-based board. Its Members encompass all the state, territory and Australian governments, the mainstream terrestrial livestock industries as well as other animal health organisations and service providers.

AHA works with its Members to keep Australia free of new and emerging diseases and to improve animal health, enhance market access and foster the resilience and integrity of the Australian animal health system.

Plant Health Australia (PHA) is the national coordinator of the government-industry partnership for plant biosecurity in Australia. Their goal is to work with Australian, state and territory governments and industry representatives to promote strong biosecurity practices that minimise plant pest impacts on Australia, enhance market access and contribute to industry and community sustainability.

The Farm Biosecurity Program is a joint awareness-raising initiative managed by AHA and PHA on behalf of their Members. The goal of the [Farm Biosecurity Program](#) is to raise awareness of biosecurity within the community. This is achieved through the Farm Biosecurity website, a key feature of the project, as well as other initiatives that aim to promote the adoption of great biosecurity on-farm. This site provides information about on-farm biosecurity measures, which help prevent emergency animal disease outbreaks and exotic plant pest incursions. It encourages producers to identify risks to their livestock, crops and plant products, and to minimise those risks through good practices.

The Farm Biosecurity Program relies on nation-wide surveys of producers to assess awareness of biosecurity and whether adoption of biosecurity practices is influenced by the program as measures of success. These surveys help inform the future direction of the Program.

This request for tender has been prepared on behalf of both AHA and PHA (the Companies).

Terms of Reference for this consultancy have been developed and are included in the *Detailed Specification* section of this document.

Invitation for persons to tender

AHA invites tenders from individuals and/or organisations for the provision of Market Research Services to deliver the following three outputs within the defined timeframe, in accordance with this RFT.

REQUEST FOR TENDER REQUIREMENTS

Detailed Requirements

AHA invites tenders from individuals and/or organisations for the provision of Market Research Services to deliver the following three outputs within the defined timeframe.

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Output 1

By 14 February 2020 a detailed plan for a CATI based survey that accurately (95% confidence $\pm 5\%$ margin of error) measures the awareness of biosecurity, the uptake of biosecurity practices and awareness of the Farm Biosecurity Program amongst Australian livestock and plant producers at the following three levels

- National level, meaning all States and territories, thereby covering the whole country.
- Industry level, meaning within an individual industry as listed below, and
- State and Territory level, meaning a whole state or territory.

Details:

The plan will outline the intended quantitative research methodology including the survey to be used, its alignment to longitudinal questions from the 2017, 2013 and 2010 surveys and the timeframe required to collect detailed data and information from producers within each of the following industries:

- | | |
|------------------------|---------------------|
| 1. Cotton | 2. Grain/livestock |
| 3. Sugar Cane | 4. Beef cattle |
| 5. Grapes | 6. Feedlot cattle |
| 7. Nursery and garden | 8. Sheep |
| 9. Timber and forestry | 10. Dairy |
| 11. Nuts | 12. Pigs |
| 13. Fruit | 14. Poultry and egg |
| 15. Potatoes | 16. Horses |
| 17. Vegetables | 18. Goats |
| 19. Grain crops | 20. Alpaca |

The plan will be submitted to AHA for approval prior to any further work occurring.

Output 2

By 20 April 2020, a draft survey analysis report and associated raw and interpreted data, provided and presented at a face to face meeting with AHA and PHA, describing the industry and geographical insights into awareness, attitudes and behaviors towards farm biosecurity to help AHA and PHA develop new biosecurity communication tools and action plans for the future of the farm biosecurity program.

Details:

Draft survey analysis report to incorporate

- a) current measures being taken on-farm to identify and manage biosecurity risks
- b) levels of awareness and understanding of biosecurity and farm biosecurity practices
- c) comparison of results to previous survey conducted in 2017 and 2013
- d) identification of where audiences seek or receive information about biosecurity
- e) identification of the drivers and impediments for implementing good biosecurity practice perceived by producers (i.e. Do producers see a pay-off from investing in biosecurity? How much of a driver is it?)

- f) levels of awareness of the Farm Biosecurity Program including key messages, support tools and collateral
- g) define where awareness exists, to investigate perceptions of the Farm Biosecurity program and measure the impact of different tactics and future needs
- h) investigate awareness of systems for reporting new pests and diseases
- i) and other data as recommended by AHA/PHA

This report will be used internally by AHA and PHA to assist in the prioritisation and design of communication and extension activities.

Output 3

By 15 May 2020, a final survey report incorporating feedback gathered in the delivery of Output 2 and associated raw and interpreted data provided to AHA and PHA, describing the industry and geographical insights into awareness, attitudes and behaviors towards farm biosecurity to help AHA and PHA develop new biosecurity communication tools and activities, and any other data as recommended by AHA and PHA.

Details:

Final survey analysis report to incorporate

- a) current measures being taken on-farm to identify and manage biosecurity risks
- b) levels of awareness and understanding of biosecurity and farm biosecurity practices
- c) identification of where audiences seek or receive information about biosecurity
- d) identification of the drivers and impediments for implementing good biosecurity practice perceived by producers (i.e. Do producers see a pay-off from investing in biosecurity? How much of a driver is it?)
- e) levels of awareness of the Farm Biosecurity Program including key messages, support tools and collateral
- f) define where awareness exists, to investigate perceptions of the Farm Biosecurity program and measure the impact of different tactics and future needs
- g) investigate awareness of systems for reporting new pests and diseases
- h) and other data as identified by AHA/PHA
- i) opportunities for new communication outputs, and
- j) opportunities for action at the industry, state and nation level.

Recommended Reading

Tenderers are encouraged to familiarise themselves with the following documents:

- Australia-wide survey of both crop and livestock producers to track trends in attitudes towards and awareness about farm biosecurity.
 - <https://www.farmbiosecurity.com.au/2017-biosecurity-survey-results-are-in/>
 - <https://www.animalhealthaustralia.com.au/our-publications/farm-biosecurity-producer-survey/>
 - <https://www.animalhealthaustralia.com.au/our-publications/farm-biosecurity-producer-survey/>

Process for Evaluation and Consultation

The evaluation process will be managed by a panel of staff from AHA and PHA. The successful tenderer will be selected based on their evaluation criteria score.

The selected Tenderer will be required to ensure the provision of the Services described in the detailed requirements above, and in accordance with the supplied draft Conditions of Contract.

Project Timeline

<i>Tender opens</i>	Monday 16 December 2019
<i>Tender closes</i>	Friday 24 January 2020
<i>Selection and appointment of successful Tenderer</i>	Friday 31 January 2020
<i>Briefing with Animal Health Australia & Plant Health Australia</i>	3-7 February 2020
<i>Development/Refinement of questionnaire by AHA/PHA</i>	2 December 2019 – 24 January 2020
<i>Field work/questionnaire completed by successful Tenderer</i>	Friday 17 April 2020
<i>Face-to-face meeting to discuss results</i>	Monday 20 April – Friday 1 May 2020
<i>Final report to Animal Health Australia</i>	Friday 15 May 2020

PART B CONDITIONS OF TENDERING

The Requirement

1. AHA wishes to engage a suitably qualified market research provider or providers to conduct a quantitative CATI base survey of crop and livestock producers at the following three levels
 - National level, meaning all States and territories, thereby covering the whole country.
 - Industry level, meaning within an individual industry as listed below, and
 - State and Territory level, meaning a whole state or territory.

The result of this survey is expected to provide insights into awareness, attitudes and behaviors towards farm biosecurity to help AHA and PHA develop new biosecurity communication tools and activities.

Lodgement of Tenders

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

VIA EMAIL

Company Secretary

companysecretary@animalhealthaustralia.com.au

3. Telephone enquiries may be made to Ryan Diessel through 02 6203 3929
4. Tenders must be lodged to the above by 2.00pm AEDST Friday 24 January 2020
5. Tenders must be lodged by email
6. All tenders and their content will be handled as *Commercial in Confidence* and will not be divulged to any other person or organisation outside AHA and PHA.
7. 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 Secretary. No correspondence will be entered into in relation to a decision whether or not to consider a late tender.

Corrections and Additions

8. 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

9. 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

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

Conflict of Interest

11. 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, AHA and PHA may at their absolute discretion:

- a) enter into discussions to seek to resolve such conflict of interest; or
- b) disregard the tender submitted by such a Tenderer; or
- c) take any action they consider appropriate.

The Contractor

12. AHA wishes 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

13. Under no circumstances will AHA or PHA 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

14. 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

15. 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

16. Tenderers are required to submit their reply to this Request for Tender structured as follows:
 - a) Executive Summary of the Tender;
 - b) Phased Work Plan;
 - c) Service Management and Delivery details;
 - d) Schedule of Prices as at Attachment 1.
 - e) Statement of Compliance;
 - f) Tenderer Details;
 - g) Insurance Details;
 - h) Declaration by Tenderer as at Attachment 2;
 - i) Capacity Details;
 - j) Experience Details, including at least one referee.
17. 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.
18. 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

19. Where the intention of a tender is unclear, AHA 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.
20. AHA 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.
21. AHA 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

22. Nothing in this Request for Tender, or in any tender, or both, shall be construed to create any binding contract (express or implied) between AHA 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:

- a) an offer to contract; or
- b) a binding undertaking of any kind,

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

PART C EVALUATION PROCESS

23. Tenders will be evaluated to identify the option that represents best value for money, that is, the tender that has the greatest intrinsic merit or benefit in proportion to its price.
24. AHA 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.
25. To enable a comprehensive and accurate assessment of each tender against the criteria listed in Clause 28, it is emphasised that Tenderers should provide the information requested.
26. Neither the lowest priced tender, nor any tender, will necessarily be accepted. AHA 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.
27. In determining best value for money, AHA is obliged to satisfy itself that prices offered are reasonable. The Tenderer agrees to provide access to such information as determined by the Company as necessary in order to evaluate the reasonableness of their tendered prices. Any information obtained will be treated by the Company as strictly confidential.

Evaluation Criteria

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

	Criteria	Weighting
A	Capability and experience in undertaking a comprehensive quantitative CATI based phone survey of a diverse range of plant and livestock producers including the knowledge and skills of key personnel to be involved in the project, including industry recognition of expertise in their field	45
B	Proposed methodology in surveying respondents and extent to which the applicant demonstrates the ability to meet or exceed all of the specific outputs sought for this project	25
C	Understanding of the Farm Biosecurity Program and on-farm biosecurity practices and the importance of this project to both AHA and PHA	15
D	Value for money	15

Tendered Prices

29. The assessment of tendered prices will take into account the following:
 - a) 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);
 - b) the tendered rates for the required Services;
 - c) pricing flexibility;

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

Tenderers to inform themselves

30. Tenderers shall be deemed to have:

- a) 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;
- b) 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
- c) 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*.

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

32. 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 tendered price will be deemed to have been based upon such an independent assessment. Such tendered prices and workload requirements must also accommodate, via the *Schedule of Prices*, the necessary flexibility of variances/fluctuations in Service demand.

33. Any significant variation, i.e. significantly greater than the variations referred to in paragraph 30, 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

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

Ryan Diessel
Animal Health Australia
Email: rdiessel@animalhealthaustralia.com.au

Statement of Compliance

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

- a) Conditions of Tendering (*paragraphs 1 - 22* of this document);
- b) Evaluation Process (*paragraphs 23 - 33* of this document);
- c) Detailed Specifications
- d) Draft Conditions of Contract

36. 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:
- a) "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;
 - b) "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;
 - c) "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;
 - d) "significantly exceeds requirements", which means that the offer would provide Services of greater value to the Department than those specified in the paragraph or clause; and
 - e) "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.
37. 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.
38. 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

39. Tenderers are to provide the following details:
- a) full description of legal entity/company/enterprise name, including parent entity/company/enterprise name if appropriate;
 - b) details of relevant partners/company principals, and public office bearers (if applicable);
 - c) the date and place of incorporation and the Australian Business Number (if applicable);
 - d) enterprise profile including the size, the location of enterprise sites, and enterprise service details;
 - e) registered address;
 - f) postal address;

- g) name, telephone, facsimile and email address of contact person for enquiries;
- h) details of any industry/professional association memberships.

Financial Viability

40. 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):
- a) copies of annual reports; and
 - b) particulars of any petition, claim, action, judgement or decision which is likely to adversely affect the Tenderer's performance of the Contract.
41. 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

42. Tenderers are required to provide the following information:
- a) 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;
 - b) 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).
 - c) specific details of how the performance standards for the Service will be achieved and monitored.

Capacity

43. 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

44. 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:
- a) the organisation(s) for whom the services were undertaken, including contact details;
 - b) the period over which the work was undertaken; and
 - c) the value of the work undertaken.

Insurance and Indemnity

45. 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 WorkCover Insurance Policy(s), including providing proof of current WorkCover Insurance Policy(s) held.

Pricing Details

46. Tenderers are to complete the **Schedule of Prices** in the format set out in **Attachment 1**.
47. Tendered prices shall include all charges necessary and incidental to the proper delivery of the Services.
48. 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.
49. Tendered prices are to be quoted in Australian dollars.

Draft Conditions of Contract

50. 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

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

Attachments

1. Schedule of Prices
2. Declaration by Tenderer
3. Draft Conditions of Contract

ATTACHMENT 1 – SCHEDULE OF PRICES

Introduction

The price schedule attached is designed to facilitate the evaluation of tenders for the provision of specified Services. It is envisaged it will form the basis for contract negotiation. Tenderers are required to comply with the paragraphs set out below and complete the schedule in full.

Price Basis

Tenderers shall indicate at Appendix 1 whether prices are fixed for the duration of the Contract or variable in accordance with a stated price variation formula.

Tendered Unit Rates

Unless otherwise specified, Unit Rates are to include the costs of all consumable materials and equipment in meeting the requirements of the specifications.

PRICE SCHEDULE – APPENDIX 1

Price Basis

Tenderers are required to state their price basis by placing a tick in the box to indicate their selected option:

A: Fixed

B: Variable in accordance with the enclosed price variation formula

Price Variation Formula

The Price Variation Formula to be applied is: (as applicable)

.....
.....

Price Data of Tender Costs

All Tenderers are to provide details of the basis for calculation of their fixed or variable price basis including as a minimum:

- Daily rates for all personnel involved in the delivery of the Services;
- Travel and accommodation costs;
- Administrative costs, including cost of work involving others than the prime consultant;
- Printing and production costs
- Any other costs involved in the pricing of this tender.

ATTACHMENT 3 – DRAFT CONDITIONS OF AHA CONTRACT

A copy of the standard consultancy contract used by Animal Health Australia is attached.

The contract will be completed using this Request for Tender and the tender document submitted by the successful tenderer.

[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, Company 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. COMPANY MATERIAL

8.1 You acknowledge that we retain ownership of, or control by licence, all Company 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 Company 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 Company Material.

8.4 We may give you a written notice setting out conditions of use of Company 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 Company 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 Company Material,
- (c) you must deliver to us all copies of Contract Material and Company 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 Company 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:

Company 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.

- (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)

[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
[insert or write 'Not applicable']	[insert or write 'Not applicable']
[insert or write 'Not applicable']	[insert or write 'Not applicable']

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.]

5. ANIMAL HEALTH AUSTRALIA CONTACT PERSON (CLAUSE 6)

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

6. SPECIAL INSURANCE ARRANGEMENTS

[insert details, or write 'not applicable']

7. SPECIFIED PERSONNEL

[insert details, or write 'not applicable']

[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.]