

## AGREEMENT

### PARTY DETAILS

#### Contractor

Legal name	
ABN	
Street address	
Postal address	
<b>Primary contact (Project leader) – Nominated Personnel</b>	
Name	
Email	
Phone	
<b>Administrative contact – Nominated Personnel</b>	
Name	
Email	
Phone	
<b>Authorised Representative (Signatory) – Nominated Personnel</b>	
Name	
Email	
Phone	

#### Company

Legal name	Schuster Consulting Group Pty Ltd
ABN	38 614 751 067
Street address	Level 1, 113 Talbragar Street Dubbo NSW 2830
Postal address	PO Box 75 Dubbo NSW 2830
<b>Primary contact (Project leader)</b>	
Name	Peter Schuster
Email	peters@schusterconsulting.com.au
Phone	0418 604 412
<b>Administrative contact</b>	
Name	Delphine Puxty
Email	delphine@schusterconsulting.com.au
Phone	0428 101 303
<b>Authorised Representative (Signatory)</b>	
Name	Angela Schuster
Email	angelas@schusterconsulting.com.au
Phone	0438 45 65 45

**SIGNED AS AN AGREEMENT**

**THIS WILL BE COMPLETED ELECTRONICALLY**

Signed for and on behalf of  
**Schuster Consulting Group Pty Ltd:**

Signed for and on behalf of  
**Contractor:**

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**Signature of Authorised Representative**

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**Signature of Authorised Representative**

Angela Schuster

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**Name of Authorised Representative**

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**Name of Authorised Representative**

Managing Director

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**Title of Authorised Representative**

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**Title of Authorised Representative**

## PARTIES

Schuster Consulting Group Pty Ltd, ABN 38 614 751 067, of Level 1, 113 Talbragar Street, Dubbo, NSW 2830 (Company)

Company Name, ABN [No], of [Address, City, State, PC] (Contractor)

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

1.1.1. Where commencing with a capital letter:

**Agreement** means this entire document and any documents incorporated by reference and any annexures, schedules or Statements of Work to this Agreement.

**Anti-Bribery and Corruption Laws** means any applicable laws, statutes and regulations relating to anti-bribery and anti-corruption which prohibit the bribery of public officials and private persons, influence peddling, money laundering or other corrupt practises, including:

- a) Divisions 141 and 142 of the *Criminal Code Act 1995* of the Australian Commonwealth;
- b) the 1977 Foreign Corrupt Practices Act of the United States;
- c) the 2010 UK Bribery Act; and
- d) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997.

**Background IP means** Intellectual Property owned by or licensed to a party prior to the Commencement Date (or acquired by that party after the Commencement Date but independently of this Agreement) and provided to the other party in connection with the Services, including but not limited to the Trade Marks and any other Intellectual Property specified in this Agreement.

**Background Materials** means any Background IP, Confidential Information, Company Materials and any other materials, assets or equipment owned by or licensed to a party prior to the Commencement Date (or acquired by that party after the Commencement Date but independently of this Agreement) and provided to the other party in connection with the Services, including as specified in this Agreement.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the principal place of business of a party.

**Client** means a party for which professional services are rendered by the Company in respect to the Project and includes that party's employees, office bearers, agents, substitutes or subcontractors;

**Client Policies** means any codes of conduct, business ethics policies, travel policies, workplace safety policies or other policies a Client specifies as applicable to the Project as provided in the Statement of Work.

**Client Requirements** mean any reasonable request or instruction a Client makes of the Company either communicated by the Company to the Contractor verbally or in writing and including any Client Requirements or Client Policies provided in Statement of Work.

**Commencement Date** has the meaning set out in the Statement of Work.

**Company Material** means all material and Intellectual Property provided by the Company to the Contractor for the purpose of this Agreement and includes any material and Intellectual Property provided by the Client.

**Confidential Information** of a party (**Disclosing Party**) means all information of whatever description, including Company Material and Personal Information, howsoever disclosed in any form:

- a) treated or identified by the Disclosing Party as confidential; and
- b) disclosed by the Disclosing Party to the other party (Receiving Party) or of which the Receiving Party becomes aware in the course of performing its obligations under this Agreement, whether before or after the date of this Agreement,
- c) except information that:
  - i. is now in the public domain or, after the date of this Agreement, has entered the public domain through no fault of the Receiving Party;
  - ii. was known to the Receiving Party at the time the information was received by the party pursuant to this Agreement (by reference to contemporaneous records);
  - iii. was provided to the Receiving Party by a third party after the date of this Agreement, lawfully and without violating any restriction on its disclosure; or
  - iv. was independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party (by reference to contemporaneous records).

**Deliverable(s)** means any and all product, document or deliverable resulting from the Services or created or developed in the course of carrying out the Services.

**Disbursement Costs** means fees and expenses from unrelated third parties incurred by the Contractor with the prior written approval of the Company as part of performing its obligations under this Agreement, as referenced in Statement of Work.

**End Date** has the meaning set out in the Statement of Work.

**Ethics Laws** means all laws, regulations and industry codes of practice applicable to the Contractor relating to:

- a) ethical conduct in human research and animal welfare in scientific research;
- b) the conduct of responsible research as specified by the National Health and Medical

Research Council, including the National Statement on Ethical Conduct in Human Research, the Australian Code for the Care and Use of Animals for Scientific Purposes (2013) and the Australian Code for the Responsible Conduct of Research (2018);

- c) anti-bribery and anti-corruption;
- d) fundamental human rights in particular the prohibitions on child labour, slavery, forced labour and human trafficking, including the *Modern Slavery Act 2018* of the Australian Commonwealth; and
- e) anti-money laundering;

**Fees means** the amounts to be paid by the Company to the Contractor in relation to the achievement of Milestones as specified in the Statement of Work.

**Final Report** means a comprehensive written report detailing the results of the Services in a form specified by the Company.

**Force Majeure Event** means any event beyond a party's reasonable control, and in the case of Client's, includes the cessation or a reduction in the Client's funding.

**GDPR** means Regulation (EU) 2016/679 of the General Data Protection Regulation.

**GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* of the Australian Commonwealth.

**Harmful Code** means any computer program virus or other code that is harmful, destructive, disabling or which assists in or enables theft or alteration of Protected Data.

**Intellectual Property** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, trade marks, designs, circuit layouts, trade secrets, know-how, Confidential Information, data, plant breeders' rights, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Milestone** means a milestone identified in the Statement of Work.

**Milestone Report** means a written report detailing the progress of the Services and achievement of each Milestone in a form specified by the Company.

**Modern Slavery Laws** means any applicable laws, statutes and regulations which prohibit exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services (or similar).

**Moral Rights Moral Rights** has the same meaning given to it as that term is defined in Part IX of the *Copyright Act 1968* of the Australian Commonwealth.

**Nominated Persons** means the persons named in the Statement of Work and such other persons approved in writing by the Company to perform the work in respect of the Services on behalf of the Contractor;

**Payment Summary** means the Payment Summary set out in Statement of Work.

**Personal Information** in has the same meaning as in the *Privacy Act 1988* of the Australian Commonwealth.

**Privacy Laws** means any applicable laws, statutes and regulations, legislation or codes in any jurisdiction where any Personal Information is collected, maintained, stored, used, disclosed or otherwise dealt with under or as a consequence of the Services, including:

- a) the *Privacy Act 1988* of the Australian Commonwealth, including its Australian Privacy Principles; and
- b) the GDPR.

**Processing** has the meaning given in the GDPR.

**Project** means the descriptive name given to the Services in the Statement of Work.

**Project IP** means all Intellectual Property bought into existence by the Contractor arising from or in connection with and in the course of the Services or the creation of any Deliverables, including as set out in the Statement of Work.

**Protected Data** means Company Material, Project IP, Company's Confidential Information and any Personal Information provided by the Company to the Contractor.

**Safe Work Method Statement** means a statement about the safety processes and procedures devised by the Contractor in a form approved by the Company from time to time.

**Services** means the services to be provided by the Contractor under this Agreement, including but not limited to the services specified in Statement of Work, including achieving the Milestones and delivering the Deliverables;

**Site** means any sites at which it carries out any part of the Services.

**Trade Marks** means those trade marks owned by or licensed to a party and made available to the other party in connection with the Services.

## **1.2. Presumptions of interpretation**

1.2.1. Unless the context otherwise requires a word which denotes:

- a) the singular denotes the plural and vice versa;
- b) the word "including" and similar expressions are not words of limitation;
- c) where words or expressions are defined, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- d) a reference to dollars or \$ is to the currency denoted in the Statement of Work;

- e) a reference to conduct includes any omission and any statement or undertaking, whether or not in writing; and
- f) a person includes an individual, a government, a body corporate, an unincorporated body or other entity;

### **1.3. Successors and assigns**

- 1.3.1. A person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this Agreement.

## **2. APPOINTMENT OF THE CONTRACTOR**

### **2.1. Appointment**

- 2.1.1. The Company appoints the Contractor to provide the Services in accordance with the timetable set out in the Statement of Work on the terms set out in this Agreement, and the Contractor accepts the appointment.
- 2.1.2. At any time, the parties may negotiate a new Statement of Work. A Statement of Work will be deemed incorporated into this Agreement and binding on the parties when it is executed by both parties.
- 2.1.3. The Contractor acknowledges that:
  - a) the Company is under no obligation to acquire Services exclusively or acquire a minimum amount of Services from the Contractor or agree any Statement of Work; and
  - b) a Statement of Work may require the Contractor to provide part or all of the Services, and that nothing in this Agreement prevents the Company from appointing a third party to provide part or all of the Services.

### **2.2. Nominated Persons**

- 2.2.1. The Contractor:
  - c) must, subject to the terms of this Agreement, cause only the Nominated Persons to perform the work in respect of the Services on behalf of the Contractor;
  - d) undertakes that the Nominated Persons will perform this work to the best of their skill and ability; and
  - e) must provide each Nominated Person with a copy of this Agreement and take all reasonable steps to explain it to them.

### **3. OBLIGATIONS OF THE CONTRACTOR**

#### **3.1. Performance**

3.1.1. The Contractor must perform its obligations under this Agreement:

- a) in accordance with all relevant laws and regulations and any applicable industry standards or guidelines relevant to the Services, including applicable Ethics Laws;
  - b) in accordance with the Milestones and the Specifications and otherwise in compliance with the requirements set out in the Statement of Work;
  - c) in accordance with any Client Policies specified in the Statement of Work and all reasonable and lawful directions of the Company from time to time concerning the Services; and
  - d) with due care and skill and in a timely, professional and cost-effective manner; and
- a) to standards acceptable to the Company, having regard to industry practice, relevant industry, national or international standards and the reputation of the Company and its Clients.

3.1.2. The parties agree that a Milestone is not achieved unless it is completed to the reasonable satisfaction of the Company.

3.1.3. The Contractor must at all times act in the best interests of the Company and its Client's in providing the Services. If at any time the Company reasonably considers that the Contractor has not acted in the best interest of the Company or its Client's, the Company may immediately terminate this Agreement in accordance with clause 16.

#### **3.2. Liaison**

3.2.1. The Contractor must:

- a) liaise with the Company in providing the Services; and
- b) if requested by the Company, provide reasonable details of the Contractor's proposed course of action and strategies,

for the purpose of enabling the Company to review the performance of the Contractor's obligations under this Agreement.

3.2.2. The Contractor must not liaise directly with any Client of the Company in relation to the Project, Services or Statement of Work unless given express permission to do so by the Company.

#### **3.3. Directions**

3.3.1. The Contractor must:

- a) comply with all reasonable and lawful directions of the Company from time to time concerning the Services; and



- b) at all times, act in the best interests of the Company and its Clients. If at any time the Company reasonably considers that the Contractor has not acted in the best interest of the Company or its Clients, the Company may immediately terminate this Agreement in accordance with clause 16.

### **3.4. Audit**

- 3.4.1. The Company may conduct an audit of the Contractor's physical premises, quality records and other documentation relating to this Agreement from time to time to ensure compliance with the Contractor's obligations under this Agreement by providing the Contractor with at least 7 days' notice.
- 3.4.2. The Contractor agrees to allow the Company's personnel access and to fully co-operate with any compliance audit conducted by the Company.

### **3.5. Comply with all laws**

- 3.5.1. The Contractor must comply with all relevant laws, regulations and the requirements of government authorities, including those relating to anti-bribery and anti-corruption, modern slavery, data protection and work health and safety.
- 3.5.2. Where performance of the Contractor's obligations involves live animals, the Contractor must comply with all relevant laws, regulations or codes (whether binding on the Contractor or not) relating to animal health, welfare and safety.

### **3.6. Comply with Client Requirements**

- 3.6.1. The Contractor must comply with all relevant Client Requirements, including any Client Policies as provided in the Statement of Work and notified to the Contractor in writing from time to time. A copy of such requirements will be made available to Contractor upon request.

### **3.7. Insurance**

- 3.7.1. Unless otherwise agreed as a special condition annexed to a Statement of Work, the Contractor must at all times maintain:
  - a) adequate workers' compensation insurance as required by law for its employees;
  - b) professional indemnity insurance for an amount of at least \$2 million in the annual aggregate; and
  - c) public and product liability insurance for any one occurrence in an amount of at least \$5 million in the aggregate.
- 3.7.2. The Contractor must, on request by the Company:
  - a) obtain and maintain such additional insurances as is reasonable for the industry in which the Contractor operates and the Services to be performed; and
  - b) produce evidence of the currency of the insurance policies referred to in clause 3.7.1.

### **3.8. Delivery and acceptance**

- 3.8.1. The Contractor must achieve the Milestones and deliver the Deliverables by the relevant due dates specified in the Milestone and Payment Summary or as otherwise agreed with the Company.
- 3.8.2. If the Contractor fails to achieve any Milestone or deliver any Deliverable by the relevant due date or otherwise in accordance with this Agreement, the Company may, without limiting its other rights and remedies, at its discretion do any one or more of the following:
- a) terminate this Agreement immediately by giving written notice to the Contractor, in which case clause 16 applies;
  - b) purchase substitute services from elsewhere at the Contractor's cost;
  - c) hold the Contractor accountable for any loss and additional costs incurred by the Company; and
  - d) require the Contractor, without charge to the Company, to carry out such additional work as is necessary to rectify the Contractor's failure.

### **3.9. Delay**

- 3.9.1. Each party must take all reasonable steps to avoid delays in the performance of its obligations under this Agreement and minimise the impact of any such delays.
- 3.9.2. Where a party becomes aware of a delay, it must as soon as reasonably practicable notify the other party of that delay. Upon receipt of a notification of a delay, the parties must meet and prepare a plan to remediate the delay or minimise the impact of the delay.
- 3.9.3. Where the delay is caused or contributed to by the acts or omissions of the Contractor, including the management of third-party suppliers, the Contractor must, at its own cost, take all reasonable steps to minimise the impacts of the delay and to ensure that the impacted Milestone or Deliverable is still achieved.
- 3.9.4. Where the delay is caused or contributed to by the acts or omissions of the Company, the Contractor may submit a request for extension of time for completion of any Milestone or Deliverable impacted by the delay to the Company for approval (such approval not to be unreasonably delayed or withheld).

### **3.10. Reporting**

- 3.10.1. The Contractor must provide Milestone Reports or a Final Report on or before the date that a Milestone is due as specified in the Milestone and Payment Summary or as otherwise reasonably requested by the Company.
- 3.10.2. The Milestone Report or Final Report must include the items specified in the Statement of Work.
- 3.10.3. The Contractor must:

- a) promptly respond to any request by the Company for an update on the progress of the Services and any other information reasonably requested from the Company from time to time;
- b) keep the Company fully advised of the progress of the Services and, without limiting the foregoing, promptly notify the Company of any matters which may materially affect the Contractor's ability to perform the Services; and
- c) if requested by the Company, meet with the Company at a time and date agreed by the parties during the term of this Agreement to conduct a de-brief regarding the Services at no charge.

### **3.11. Communications, marketing and press release**

3.11.1. Unless otherwise agreed in writing, the Company may publish the Contractor's name and non-confidential information about the Services on the Company's websites or other relevant online platforms from time to time.

3.11.2. The Contractor must not use any name, Trade Mark or brand (or any image of the same) of the Company or its Clients:

- a) in any website, advertising or promotional material or in any way other than as set out in this Agreement, without the Company's prior written approval; or
- b) in any manner that would be likely to result in adverse publicity to, or damage the goodwill or reputation of the Company or the Australian meat, livestock and fibre industries.

3.11.3. The Contractor must submit:

- a) any proposed advertising or marketing material or other form of communication, including any social media post, that bears the name, trade mark or brand of the Company or its Clients; and
- b) all forms of press release, social media post or other media communication (including where applicable, a list of media to be contacted) relating to the Services,

to the Company for pre-approval, including pre-approval by the Company's Clients. To allow the Company and its Clients sufficient time for review, the Contractor's submission must be made at least 10 days before any planned use by the Contractor. The Contractor must promptly revise any such material if requested by the Company. The Contractor must not use, publish, transmit or display any such material, in its original form or as revised, unless and until the Company has approved such material in writing.

3.11.4. Notwithstanding any approval provided by the Company pursuant to this clause, any statement, claim or assertion made by the Contractor (whether orally or in writing) regarding the environmental impact of meat production, livestock management or wool fibre or products is made by the Contractor at its own risk and the Contractor will be solely and exclusively liable without limitation or exclusion for any such statement, claim or assertion, including its accuracy and truth.

### **3.12. Safety**

- 3.12.1. In providing the Services the Contractor must and the Contractor must ensure that the Contractor's directors, officers, employees, agents, subcontractors and consultants exercise all due skill, care and precautions to the standard expected of a suitably qualified, experienced and skilled contractor or consultant in providing similar Services which are safe and without risks to persons or property.
- 3.12.2. The Contractor must ensure that its activities in providing the Services comply with all applicable materials, food, product and consumer safety laws and regulations, all applicable occupational health and safety laws and regulations and all other applicable industry codes of practice and Australian Standards relating to safety.
- 3.12.3. Without limiting its obligations under clause 3.12.1, the Contractor must:
  - a) conduct a risk assessment prior to performing Services under a Statement of Work and, if requested, submit to the Company for its records a Safe Work Method Statement;
  - b) ensure that the Contractor, and all persons performing the Services under the control or direction of the Contractor, are inducted, trained, informed and appropriately supervised during the performance of the Services;
  - c) provide the Company, at the Company's discretion, with access to and copies of such documents and information as may be necessary to establish the Contractor's compliance with its work health and safety obligations under this Agreement; and
  - d) notify the Company of any notifiable incident as defined under the *Work Health and Safety Act* of the Commonwealth of Australia involving any person undertaking work as part of providing the Services.
- 3.12.4. The Contractor acknowledges that it is solely responsible for all preparation and co-ordination required for the provision of the Services at any premises or site.
- 3.12.5. The Contractor acknowledges that, where animals may be required in the provision of Services, only the owner of the animals may handle the animals.
- 3.12.6. Failure by the Contractor to comply with any safety provisions of the Agreement is a material breach of the Agreement.
- 3.12.7. To the extent not prohibited by law, the Contractor will indemnify the Company against any damage, expense, loss or liability suffered or incurred arising out of or in connection with the failure by the Contractor to discharge its safety obligations imposed by law or under the Agreement.
- 3.12.8. Where the Contractor is not performing the Services in compliance with the Agreement, or is performing the Services in such a way as to endanger the health and safety of any persons or animal, or is likely to cause damage to plant, equipment materials or the environment, the Contractor must immediately stop work and remedy that breach. the Company may suspend the Services until such time as the Contractor satisfies it that the work will be resumed in conformity

with applicable work health and safety laws, codes and standards. During any periods of suspension, the Company is not required to make payment whatsoever to the Contractor and the Contractor will not be entitled to any recovery of any moneys arising out of or in connection with any suspension directed by the Company under this clause.

- 3.12.9. If the Contractor fails to rectify any breach identified in clause 3.12.8 for which the performance of the Services have been suspended, or if the Contractor's performance has involved recurring breaches, the Company may at its option terminate the contract immediately, in whole or in part, without further obligation to the Contractor. In the event of this occurrence, the Company's liability will be limited to payment for the Services performed and costs reasonably incurred by the Contractor up to the time of termination or an earlier suspension of Services.

#### **4. FEES AND DISBURSEMENTS**

##### **4.1. Fees**

- 4.1.1. The Company must pay the Contractor for providing the Services the fee specified in the Statement of Work, provided that Services to which each payment relates are completed to the reasonable satisfaction of the Company and in consideration of clause 3.8.

##### **4.2. Disbursements**

- 4.2.1. The Company will only reimburse the Contractor for Disbursement Costs (if any) that the Company has approved in writing prior to being incurred.
- 4.2.2. In submitting a claim for Disbursements Costs the Contractor must, no later than 30 days from incurring the Disbursement Cost, give the Company details of the Disbursements Costs incurred and original receipts.
- 4.2.3. The Contractor will:
- a) only claim reimbursement for the actual value of Disbursement Costs as shown on the submitted receipts and will not claim any additional fees of their own, for example administration or handling fees; and
  - b) provide all assistance reasonably required by the Company to verify the Disbursements Costs incurred.

##### **4.3. Payment**

- 4.3.1. After the acceptance of Milestone specified in the Statement of Work by the Company, the Contractor must provide to the Company a valid tax invoice setting out details of:
- a) the Services provided, time worked and fees payable in that period;
  - b) Disbursement Costs incurred; and
  - c) treatment of GST for both fees and Disbursement Costs.

4.3.2. Unless otherwise specified in the Statement of Work, the Company will pay the invoice within 30 days after receipt of it.

#### **4.4. Disputed invoices**

4.4.1. If the Company disputes an invoice submitted by the Contractor, the Company is not obliged to pay the disputed portion of the invoice (which may include the entire invoice amount) until the dispute is resolved but the Company must pay all other non-disputed amounts.

4.4.2. The Contractor may not suspend, cancel or withdraw the provision of the Services in whole or in part as a result of a disputed invoice.

#### **4.5. GST**

4.5.1. Unless otherwise indicated, amounts stated in this Agreement do not include GST.

4.5.2. In relation to any GST payable for a taxable supply by a party under this Agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.

4.5.3. If any party is required under this Agreement to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.

4.5.4. The Contractor must treat GST as defined under the GST Act and must not add an administration fee or such other fee or charge to GST.

4.5.5. Terms used in this clause 4.5 which are defined in the GST Act have the same meaning as in the GST Act.

### **5. CONFIDENTIALITY, CONFIDENTIAL INFORMATION AND PRIVACY**

#### **5.1. Confidentiality**

5.1.1. A party must not during or after the term of this Agreement:

- a) except in the proper course of performance of this Agreement, disclose to any person without the previous consent in writing of the other party:
  - i. the terms of this Agreement;
  - ii. any Confidential Information or
  - iii. any other know how or trade secrets arising out of the provision of the Services; or
- b) use or attempt to use any of the items listed in clause 5.1.1 a) in any manner which may cause injury or loss to the other party or in any manner other than that contemplated by this Agreement.

## **5.2. Confidential Information**

- 5.2.1. Each party must only use Confidential Information of the other party for the purpose of complying with or exercising its rights and obligations under this Agreement.
- 5.2.2. A party must take all such reasonable precautions as are necessary to maintain the confidentiality of the Confidential Information and must:
- a) prevent its disclosure or publication directly or indirectly to a third party other than in accordance with this Agreement; and
  - b) prior to disclosure to any third party of any Confidential Information in accordance with this Agreement, obtain:
    - i. written consent of the other party for such disclosure or publication; and
    - ii. a written undertaking of confidentiality from the third party in the same terms as this clause 5.
- 5.2.3. A party may disclose Confidential Information if legally compelled to do so by any judicial or administrative body, in which case the Disclosing Party must promptly inform the other party (where it is legally permitted to do so) and must only disclose what it is legally required to do so.
- 5.2.4. Either party must immediately notify the other if it becomes aware of any actual or suspected breach of this clause and use its best endeavours to remedy or prevent such a breach.

## **5.3. Privacy**

- 5.3.1. The Contractor must:
- a) comply with applicable Privacy Laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information;
  - b) only Process Personal Information on the written instructions of the Company, and only to the extent necessary to perform its obligations under this Agreement;
  - c) ensure that access to the Personal Information is limited to those of its personnel who need to Process that Personal Information to perform its obligations under this Agreement, and require those personnel to protect the confidentiality of the Personal Information;
  - d) not subcontract any Processing of Personal Information without the Company's prior written consent;
  - e) not use any Personal Information collected in connection with this Agreement for its own purposes other than for reporting or providing such Personal Information to the Company or the Company's Clients as required under this Agreement;
  - f) not collect or disclose any Personal Information under or in connection with this Agreement to any entities located outside of Australia without the Company's prior written consent; and

- 5.3.2. Where the Contractor subcontracts the Processing of Personal Information or otherwise allows a third party to access Personal Information, make the subcontractor or third party aware of, and require them to undertake in writing to comply with this clause, and the Contractor remains wholly liable for the third party's Processing of Personal Information and compliance with this clause 5.3.1.
- 5.3.3. Without limiting clause 5.3.1:
- a) in relation to any Personal Information that the Contractor provides to the Company under this Agreement, the Contractor warrants that it has:
    - i. before providing the Personal Information to the Company, notified all individuals to whom the personal information relates that it will be disclosing their personal information to the Company for the purposes of this Agreement and obtained any required consent to such disclosure; and
    - ii. provided the individuals with the location of where the Company or its Client's privacy policy can be found;
  - b) in relation to any Personal Information provided to the Contractor by the Company under this Agreement, the Contractor must:
    - i. only store, use, disclose or otherwise handle the information for the specific purposes for which it was provided to the Contractor under this Agreement; and
    - ii. co-operate with any reasonable request or direction of the Company which relates to the protection of the information; and
- 5.3.4. The Contractor must:
- a) promptly notify the Company of any complaint that it receives concerning the personal information under this Agreement and comply with any reasonable directions of the Company in relation to such complaint.
  - b) take technical and organisation measures to enable it to comply with this clause and to assist the Company to comply with requests from individuals under Privacy Laws (including requests to access and correct Personal Information that is held by the Contractor);
  - c) immediately notify the Company when the Contractor becomes aware of an actual, suspected, alleged or anticipated breach of this clause or any misuse or loss of, interference with or unauthorised access to, modification of or disclosure of Personal Information;
  - d) immediately notify the Company of, any demands, complaints or enquiries made by an affected individual or any regulatory authority in relation to any Privacy Laws;
  - e) at the Contractor's cost, provide all information and assistance reasonably requested by the Company in relation to data security, privacy impact assessments and any incident or matter referred to sub-clauses a) b), c) or d); and



- f) immediately notify the Company and seek the Company's prior instructions if the Contractor is unable to comply with any instructions of the Company or any part of this clause because of the Contractor's obligations under applicable law.

#### **5.4. Return or destruction of information**

5.4.1. Either party's Confidential Information, including Personal Information, must be returned or destroyed by the other party upon the earlier of:

- a) demand by the other party;
- b) expiry or termination of this Agreement for any reason; or
- c) the time a party no longer requires the Confidential Information in order to perform its obligations under this Agreement.

5.4.2. In respect of clause 5.4.1, either party may retain:

- a) an electronic copy of the Confidential Information held in archive or back-up systems in accordance with its archiving policies provided that it does not seek to retrieve such Confidential Information; and
- b) one copy of the Confidential Information contained in its working papers or board papers if required to comply with its legal or professional obligations.

### **6. INTELLECTUAL PROPERTY**

#### **6.1. Background Materials and IP**

6.1.1. The Company and the Contractor will make their Background Materials available to each other for the term of this Agreement on a non-exclusive and royalty-free basis for the sole purpose of the performance of the obligations under this Agreement.

6.1.2. All Background Materials remain the sole property of its owner and is not altered or transferred or assigned by virtue of its use by a party other than the owner under this Agreement. No other use is permitted without the prior written consent of the owner of the Background Materials.

6.1.3. The Contractor warrants that the Company (and its Clients) will not require a licence of any of the Contractor's Background IP in order to use and gain the full benefit of the Project IP, unless the Company has consented in advance in writing to the relevant the Contractor Background IP being incorporated into or otherwise used for the creation of the Project IP, in which case the Contractor grants to the Company (and its Clients) a non-exclusive, royalty-free, worldwide, perpetual, irrevocable and transferable licence (including the right to sub- license) of all rights comprised in the relevant the Contractor Background IP.

6.1.4. The Contractor warrants that the Company (and its Client's) will not require a licence of any third party Intellectual Property in order to use and gain the full benefit of the Project IP, unless the Company has consented in advance in writing to the relevant third party Intellectual Property being incorporated into or otherwise used for the creation of the Project IP. In this case, the

Contractor is solely responsible for obtaining all necessary rights and clearances for the use of third-party Intellectual Property by the Company (and its Clients).

## **6.2. Project IP**

- 6.2.1. Unless otherwise agreed in writing between the parties, title to all Project IP vests in and is assigned to the Company with effect from the creation of the Project IP. The Contractor must ensure that the Company obtains absolute and unencumbered legal and beneficial ownership of all Project IP.
- 6.2.2. The Contractor must fully document the Project IP developed by the Contractor in a way which would enable:
- a) the Company to use the Project IP properly, and to obtain the benefit of the full functionality of all of them; and
  - b) future modification and use of the Project IP by the Company without further reference to the Contractor.
- 6.2.3. Where the Contractor engages an agent or contractor to provide any of the Services, the Contractor must ensure that the agent or contractor assigns to the Company all Project IP as and when it is created, during the term of this Agreement.
- 6.2.4. The Contractor agrees that the Company may assign all Project IP to its Clients who may obtain absolute and unencumbered legal and beneficial ownership of all Project IP.

## **6.3. Trade Marks**

- 6.3.1. When using the other party's Trade Mark(s), including a Client's Trade Mark(s) a party must:
- a) only use that Trade Mark in accordance with the terms of this Agreement;
  - b) use its reasonable endeavours to preserve the value and validity of the Trade Mark(s);
  - c) in the case of any Trade Mark owned by the Company or its Clients, follow any relevant policies that govern the use of such Trade Marks;
  - d) use standards, brand guidelines and requirements notified by the owner of the Trade Mark from time to time (including using the ® and ™ symbols as appropriate) and in accordance with all applicable laws; and
  - e) clearly identify on any materials that the Trade Mark(s) belong to the relevant owner.
- 6.3.2. A party must not register or seek to register or claim any ownership or other interest in the other party's Trade Mark(s), regardless of whether that Trade Mark is registered or not.

## **7. SECURITY OF INFORMATION AND DATA**

- 7.1. The Contractor agrees to keep all Background Materials, any Personal Information Processed and all Project IP and Deliverables secure and free from Harmful Code.

## **8. WARRANTIES**

### **8.1. Mutual Warranties**

8.1.1. Each party warrants that:

- a) it has the power and authority to enter into and perform its obligations under this Agreement;
- b) each signatory signing on its behalf has been duly authorised to execute this Agreement;
- c) its obligations under this Agreement are valid and binding and enforceable against it in accordance with their terms;
- d) its Background IP does not infringe the Intellectual Property of any third party; and
- e) it is authorised to grant access to its Background IP.

### **8.2. Contractor Warranties**

8.2.1. The Contractor warrants that:

- a) it will perform its obligations under this Agreement in accordance with clause 0;
- b) all Deliverables will:
  - i. be free from any charge or encumbrance, and the Company and its Clients will at all times and at no additional expense have all rights and permissions necessary to use and exploit the Deliverables; and
  - ii. comply with all applicable laws, industry codes and industry standards;
- c) it does not and will not have any legal or other obligation to any third person which would prevent or unreasonably hinder it from fully performing its obligations under this Agreement;
- d) it has the resources and capabilities to perform its obligations under this Agreement;
- e) it, its officers and employees, the Nominated Persons and all agents and contractors have the necessary experience, skill and ability to properly provide the Services on the terms set out in this Agreement;
- f) the Services will be provided in a professional manner and conform to a standard of competence equal to that normally employed by contractors or consultants of good standing for services of a magnitude and nature similar to the Services;
- g) it will not infringe the Intellectual Property or other rights of any third party in performing its obligations under this Agreement;
- h) the Project IP and Deliverables do not infringe the Intellectual Property or other rights of any third party; and

- i) it is compliant with all workers' compensation insurance requirements, superannuation contributions and tax payments for and on behalf of its workers.

### **8.3. Contractor Warranty Breach**

- 8.3.1. Without limiting the Company's other rights and remedies, the Contractor must, as soon as reasonably practicable and at the Contractor's own cost, rectify or re-supply all Services or rectify or replace all Deliverables which do not comply with the warranties in this clause upon written notice from the Company during the period of 12 months from the completion of the Services. Services rectified or re-supplied or Deliverables rectified or replaced will be subject to a further warranty period of 12 months from the date of completion of the re-supplied Services or Deliverables.

## **9. MATERIAL**

### **9.1. Company Material**

- 9.1.1. The Company Material remains the property of the Company and, on termination of this Agreement, the Contractor must immediately return the Company Material and all copies of it to the Company and permanently delete from all computer systems under the control of the Contractor all the Company Material which is in electronic form.

### **9.2. Project IP**

- 9.2.1. On termination of this Agreement, the Contractor must immediately deliver the Project IP and all copies of it to the Company and permanently delete from all computer systems under the control of the Contractor all Project IP, which is in electronic form.

### **9.3. Safekeeping**

- 9.3.1. The Contractor is responsible for the safekeeping and maintenance of the Company Material and the Project IP and must ensure that the Company Material and the Project IP are used, copied, supplied or reproduced only for the purposes of this Agreement.

## **10. ANTI-BRIBERY**

- 10.1. The Contractor represents and warrants that to the best of its knowledge and following reasonable enquiries, it is not aware of any conduct in its operations that may contravene Anti-Bribery and Corruption Laws.
- 10.2. The Contractor must comply with all Anti-Bribery and Corruption Laws and must promptly report to the Company:
  - a) any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Agreement; and
  - b) if any public official becomes an officer or employee of the Contractor (or acquires a direct or indirect interest in the Contractor).

- 10.3. The Contractor must ensure that any person associated with the Contractor who is performing the Services (or providing goods or materials in connection with this Agreement) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor under this clause. The Contractor will be responsible for the compliance and performance of such obligations by such persons.
- 10.4. If the Contractor fails to comply with this clause, the Company may terminate this Agreement immediately on giving written notice to the Contractor.

## **11. MODERN SLAVERY**

- 11.1. The Contractor represents and warrants that to the best of its knowledge and following reasonable enquiries, it is not aware of any risk present in its operations and supply chains that may contravene Modern Slavery Laws, or if it is so aware, it has taken appropriate action to mitigate, remediate and reduce those risks.
- 11.2. The Contractor must:
- a) ensure that in performing its obligations under or in connection with this Agreement, the Contractor and its personnel (including subcontractors) will comply with any Company policy relating to modern slavery;
  - b) ensure that it does all things required or necessary to mitigate or reduce risks that it contravenes Modern Slavery Laws in its operations and supply chains;
  - c) promptly and accurately notify the Company if it becomes aware of possible, potential, suspected or actual contravention of Modern Slavery Laws occurring in the Contractor's organisation or supply chain;
  - d) ensure that the terms of any contract entered into with any suppliers of the Contractor permit termination of such contracts where the Contractor has evidence of modern slavery occurring in that supplier's organisation or supply chain; and
  - e) cooperate in good faith with the Company in investigating any possible, potential, suspected or actual contravention of Modern Slavery Laws within the Contractor's organisation or supply chain.
- 11.3. If the Company has reasonable grounds to suspect modern slavery practices exist in the Contractor's business, or within the Contractor's supply chain, the Company must first give notice in writing to the Contractor setting out the suspected modern slavery practices and the basis for the suspicion, and requesting an explanation.
- 11.4. Within 30 days of receiving a request from the Company under clause 11.3, the Contractor must provide a written response to the request and take all reasonable steps to ensure its written response contains accurate information to the best of its knowledge.
- 11.5. If the Contractor fails to comply with this clause, the Company may terminate this Agreement immediately on giving written notice to the Contractor.

## **12. RELATIONSHIP OF THE PARTIES**

### **12.1. No partnership**

12.1.1. Nothing in this Agreement creates an agency, partnership, joint venture or employment relationship between the Company and the Contractor or any of their respective employees, agents or contractors.

### **12.2. No holding out**

12.2.1. Neither the Contractor nor any person acting on behalf of the Contractor may hold itself out as being entitled to contract or accept payment in the name of or on account of the Company.

### **12.3. Exclusion**

12.3.1. The Company's only liability is as expressly stated in this Agreement. To the extent permitted by law, all other liability is excluded.

## **13. SUBCONTRACTORS**

### **13.1. Consent**

13.1.1. The Contractor must not without the prior written consent of the Company engage agents or contractors to assist the Contractor in providing the Services.

### **13.2. Terms**

13.2.1. If the Contractor engages an agent or a contractor to assist the Contractor in providing the Services, the terms of engagement contain terms requiring the agent or contractor to:

- a) undertake obligations in substantially the same terms as this Agreement;
- b) assign to the Company the Intellectual Property in any materials created under the engagement; and
- c) maintain such insurance in such amounts as the Company may specify.

## **14. NON-SOLICITATION, NON-COMPETE AND CONFLICTS**

14.1. The Contractor may engage in other work during the term, provided it does not adversely impact:

- a) the Contractor's obligations under this Agreement, including the Contractor's ability to perform the services fairly and independently in accordance with this Agreement; and
- b) the Company or its Client's ability to use the Project IP in accordance with the Agreement.

14.2. The Contractor, must not, during the term of the Agreement and for a period of 12 months after:

- a) provide services to the Company's Clients that directly relate to the Services, other than pursuant to this Agreement;

- b) induce or solicit Company or Client's personnel (who were personnel at the date of termination of this Agreement or within the 12 months prior), to leave their employment, agency or contractual arrangement with the Company or its Client's;
- c) unless a relationship between the Contractor and the Client exists at the Commencement Date, compete with the Company or enter into business arrangements with any of the Company's Clients to provide advice, services or goods to or in any way assist the Company's Clients where such may be considered competitive to the Company; or
- d) carry on or be involved in an activity or business which would adversely impact on the Company's or its Clients ability to use or exploit the Project IP.

14.3. The Contractor agrees that in consideration of this Agreement:

- a) the terms of clause 14 are reasonable given the nature of the Company's business, are necessary to protect the Company's legitimate business interests and do not unreasonably restrict the Contractor's right to carry on their profession or trade;
- b) the Company may seek legal remedies for a breach of this clause; and
- c) on request, the Contractor agrees to provide the Company with evidence sufficient to enable the Company to confirm the Contractor's compliance with this clause.

## **15. INDEMNITY**

15.1.1. The Contractor indemnifies the Company against all damages, losses, costs and expenses incurred by the Company arising out of:

- a) any breach by the Contractor of this Agreement; or
- b) any negligent or unlawful act or omission of the Contractor, its employees, the Nominated Persons and all agents and contractors in connection with this Agreement.

## **16. TERM AND TERMINATION**

### **16.1. Term**

16.1.1. This Agreement commences on the date the last party signs and continues until terminated in accordance with this clause 16.

16.1.2. A Statement of Work commences on the Commencement Date and continues until the End Date set out in the applicable Statement of Work unless terminated earlier in accordance with clause 16.1.1.

### **16.2. Termination of Agreement**

16.2.1. The Company may, on 1 months' notice to the Contractor, terminate this Agreement.

### **16.3. Termination for default**

#### 16.3.1. If the Contractor:

- a) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration;
- b) fails, within 7 days after receipt of notice, to remedy any breach of its obligations under this Agreement which is capable of remedy;
- c) breaches any provision of this Agreement which is not capable of remedy; or
- d) persistently breaches its obligations under this Agreement,

the Company may, by notice to the Contractor, terminate this Agreement and recover from the Contractor all damages, losses, costs and expenses suffered by the Company.

### **16.4. Termination of Statement of Work**

16.4.1. If this Agreement is terminated under this clause 16, any existing Statements of Work will automatically terminate on the date this Agreement is terminated.

16.4.2. The Company may terminate a Statement of Work for the Services at any time by written notice to the Contractor.

16.4.3. For the avoidance of doubt, termination of a Statement of Work does not terminate this Agreement and this Agreement remains in full force and effect.

16.4.4. If the Services are terminated under clause 16.4.1 after execution has commenced, the Company agrees to pay a pro-rated amount of the fees in the relevant Statement of Work based on the Services provided up to the date of termination (the amount being a percentage of the relevant Services successfully completed up to date of termination), including any third party costs which the Company had agreed to in writing and to which the Contractor is committed at the time that the termination is notified to the Contractor, subject to the Contractor providing evidence of such third party costs being incurred.

#### 16.4.5. If the Contractor:

- a) fails, within 7 days after receipt of notice, to remedy any breach of its obligations under a Statement of Work which is capable of remedy; or
- b) breaches any provision of a Statement of Work which is not capable of remedy;

The Company may, by written notice to the Contractor, terminate the Statement of Work and recover from the Contractor all damages, losses, costs and expenses suffered by the Company or its Clients.



## **17. FORCE MAJEURE**

### **17.1. Event**

- 17.1.1. Neither party is liable for any breach of its obligations under this agreement to the extent that the breach resulted from a Force Majeure Event provided that it:
- a) promptly notifies the other party (with appropriate details); and
  - b) takes all reasonable steps to work around or reduce the effects of the Force Majeure Event.
- 17.1.2. If a Force Majeure Event continues for more than 90 days, the unaffected party may, by written notice to the other party, terminate this Agreement with immediate effect.

## **18. DISPUTE RESOLUTION**

### **18.1. Dealing with disputes**

- 18.1.1. The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.
- 18.1.2. If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 18 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes, except in the case of applications for urgent interlocutory relief or a breach by the other party of this clause 18

### **18.2. Resolution by management**

- 18.2.1. If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer or equivalent of the other party.
- 18.2.2. If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, the provisions of clause 18.3 will apply.

### **18.3. Conciliation**

- 18.3.1. Disputes must be submitted to conciliation in accordance with and subject to the Institute of Arbitrators Australia Rules for the Conduct of Commercial Conciliations.
- 18.3.2. A party may not commence proceedings in respect of the dispute unless the dispute is not settled by conciliation within 1 month of submission to conciliation, or such other time as the parties agree.

## **19. MISCELLANEOUS**

### **19.1. Notices**

- 19.1.1. A notice under this Agreement must be in writing and may be given to the addressee by:
- a) delivering it to the address of the addressee;

- b) sending it by pre-paid registered post to the address of the addressee; or
- c) sending it by electronic mail to the last notified email address of the addressee,

specified in the Statement of Work and the notice will be deemed to have been received by the addressee on receipt.

19.1.2. A notice will be deemed to have been received:

- a) if delivered in person, on receipt;
- b) if sent by pre-paid registered post, 3 business days after the notice is sent; or
- c) if sent by electronic mail, within 4 hours of being sent, unless the sender receives notification that the electronic mail has not been delivered.

## **19.2. Inconsistencies**

19.2.1. If a clause which specifically deals with a subject matter applying to specific types of services in these terms is inconsistent with a clause that applies more generally to all types of services in these terms, the clause containing terms specific to the particular subject matter will prevail to the extent of any inconsistency.

## **19.3. Amendment**

19.3.1. This Agreement may only be varied by the written Agreement of the parties.

## **19.4. Assignment**

19.4.1. The Contractor may only assign a right under this Agreement with the prior written consent of the Company.

19.4.2. For the purposes of clause 19.4.1, the Contractor is deemed to have assigned its rights under this Agreement if the management or control of the Contractor is transferred to any person other than those persons who manage or control the Contractor as at the date of this Agreement.

## **19.5. Entire Agreement**

19.5.1. This Agreement embodies the entire understanding and Agreement between the parties as to its subject matter.

19.5.2. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement.

## **19.6. Further assurance**

19.6.1. Each party must promptly execute all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

### **19.7. Governing law and jurisdiction**

19.7.1. This Agreement is governed by and must be construed in accordance with the laws of New South Wales.

19.7.2. Each party:

- a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
- b) waives any right to object to proceedings being brought in those courts for any reason.

### **20. Legal costs**

20.1.1. The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and signing of this Agreement and all documents incidental to it.

### **20.2. Counterparts**

20.2.1. This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument.

### **20.3. Clause survives termination**

20.3.1. The rights and obligations of the parties which by their nature are intended to survive termination of this Agreement will survive the expiry or termination of this Agreement for any reason.

## STATEMENT OF WORK

### Contractor

Legal name	
ABN	
Street address	
Postal address	
<b>Primary contact (Project leader) – Nominated Personnel</b>	
Name	
Email	
Phone	
<b>Administrative contact – Nominated Personnel</b>	
Name	
Email	
Phone	
<b>Authorised person (Signatory) – Nominated Personnel</b>	
Name	
Email	
Phone	

The Company will use this information to enable electronic signing of contracts, please review Adobe's privacy policy <https://www.adobe.com/au/privacy/policies-business/esign.html>

### Company

Legal name	Schuster Consulting Group Pty Ltd
ABN	38 614 751 067
Street address	Level 1, 113 Talbragar Street Dubbo NSW 2830
Postal address	PO Box 75 Dubbo NSW 2830
<b>Primary contact (Project leader)</b>	
Name	Peter Schuster
Email	peters@schusterconsulting.com.au
Phone	0418 604 412
<b>Administrative contact</b>	
Name	Delphine Puxty
Email	delphine@schusterconsulting.com.au
Phone	
<b>Authorised person (Signatory)</b>	
Name	Angela Schuster
Email	angelas@schusterconsulting.com.au
Phone	0438 45 65 45

## Project

<b>Project Name:</b>	Delivery of BredWell FedWell Workshops and Reporting		
<b>Commencement Date</b>		<b>End Date</b>	

## Nominated Personnel - Approved Deliverers

<b>Deliverer</b>	Name				
	Email				
	Phone				
<b>Approval</b>	Status	<input type="checkbox"/> Full	<input type="checkbox"/> Probationary		
	Species	<input type="checkbox"/> Cattle	<input type="checkbox"/> Sheep		
	State	<input type="checkbox"/> ACT <input type="checkbox"/> SA	<input type="checkbox"/> NSW <input type="checkbox"/> Vic	<input type="checkbox"/> NT	<input type="checkbox"/> Qld <input type="checkbox"/> WA

<b>Deliverer</b>	Name				
	Email				
	Phone				
<b>Approval</b>	Status	<input type="checkbox"/> Full	<input type="checkbox"/> Probationary		
	Species	<input type="checkbox"/> Cattle	<input type="checkbox"/> Sheep		
	State	<input type="checkbox"/> ACT <input type="checkbox"/> SA	<input type="checkbox"/> NSW <input type="checkbox"/> Vic	<input type="checkbox"/> NT	<input type="checkbox"/> Qld <input type="checkbox"/> WA

<b>Deliverer</b>	Name				
	Email				
	Phone				
<b>Approval</b>	Status	<input type="checkbox"/> Full	<input type="checkbox"/> Probationary		
	Species	<input type="checkbox"/> Cattle	<input type="checkbox"/> Sheep		
	State	<input type="checkbox"/> ACT <input type="checkbox"/> SA	<input type="checkbox"/> NSW <input type="checkbox"/> Vic	<input type="checkbox"/> NT	<input type="checkbox"/> Qld <input type="checkbox"/> WA

## Services

The services provided are non-scientific nor research related in nature.

The Contractor will undertake the Contractor Responsibilities and deliver the Deliverables in accordance with the Agreement and this Statement of Work.

A Milestone Report Template is provided in Appendix 1 and host responsibilities are provided in Appendix 2 for reference. These are subject to change.

## Contractor Responsibilities

### Collaboration, preparation and facilitation

- Collaborate with the Company and workshop hosts responsively to ensure the efficient coordination of events.
- Where the Contractor is approached directly by potential hosts to run a workshop, discuss with the Company before making any commitments. The Company will consider and approve workshops based on a number of variables, including:
  - fit with scope and messaging of BFWW;
  - potential number of producers reached;
  - previous history of BFWW workshops held in the area;
  - number of workshops held to-date and budget;
  - proposed dates and other scheduled events (including BFWW workshops);
  - impartiality of host; and
  - if there is enough time to arrange online registration with MLA (generally 60 days notice is required).
- Prepare for the workshop including:
  - communicating with host regarding the sires required for the workshop and ASBV/BREEDPLAN EBV data for these sires; and
  - reviewing the slide deck and if, required including notes for regionalisation.
- Arrive prior to the commencement of the workshop to:
  - meet the host;
  - ensure the animals are appropriate and available; and
  - set up equipment.
- Invite the host to welcome participants and provide an overview of their property and business should they wish to do so. They may also be engaged in conversation by the Company during the workshop to illustrate key points.
- Welcome participants, thank host for use of facilities and animals and outline key 'housekeeping' such as emergency exits, toilets and any relevant safety measures.
- Ensure every participant is given and returns:
  - the pre-workshop survey prior to commencement; and
  - the workshop evaluation form at the end of the workshop.
- Acknowledge the Client as the provider of the Program.
- Present BredWell FedWell content:
  - using PowerPoint slide deck and notes along with other delivery tools and materials;
  - avoiding personal and commercial bias; and
  - ensuring the key messages of the workshop and MLA are conveyed professionally and consistently
- Facilitate visual and practical (hands-on) animal assessment including ram/bull selection and workbook exercises.

- Reference complementary extension and adoption programs, where relevant.
- At the end of the event, thank host for use of facilities and animals, remind participants to complete the evaluation form.

### **Equipment**

- The Contractor must provide a laptop, screen and projector for every workshop delivered.

### **Milestone Reporting and Deliverables**

- Within 10 days of the event, the Contractor must provide a post-workshop report to the Company which includes:
  - any pertinent feedback on the event including challenges and suggestions for improvements;
  - the slide deck used on the day;
  - Monitoring and Evaluation Report that includes collated responses for the pre-workshop survey and evaluation form in the format specified by the Company; and
  - any other information reasonably requested by the Company.
- Responses for the pre-workshop survey and evaluation form responses must be collated from at least 75% of participants per workshop.

### **Proposed timing**

- Workshops typically run from 9.00am to 4.00pm including morning tea, lunch and afternoon tea. Check-in usually starts at 8:30am.
- The Contractor should be ready to greet participants by 8:15am.
- In some cases, the host may not have animals penned or facilities set up as the Contractor requires so the Contractor must allow time to arrange the facilities and animals to their satisfaction. Prior correspondence between the Contractor and the host is expected to help ensure expectations are met.

### **Safety plans**

- In the event any safety plan may be required for BredWell FedWell workshops, the Company will help hosts to prepare this plan. The Contractor is required to adhere to any safety plan provided by the Company.
- A risk assessment is required to be conducted by the Contractor in relation to performing the Services. A Safe Work Method Statement detailing the outcomes of this risk assessment is to be submitted to the Company prior to commencing the Services. Appendix 3 provides a sample that can be used, further information may be requested by the Company to support the Safe Work Method Statement provided.

### **Participant numbers**

- Minimum 15 participants, maximum 30.
- Depending on the region, minimum numbers may be reduced to 10. Minimum numbers must be registered online seven days before the event in order for it to proceed.
- The Company will be responsible for collecting registrations online via the Client's online event system and will confirm numbers of registrants seven days before workshop, as well as key demographic information about registrants (anonymous data).
- A decision to go ahead with the workshop will be made seven days before the workshop and is subject to the event achieving a minimum of 15 registrations online by that time.
- No restrictions can be placed on who can attend the workshop and all livestock levy payers are invited to attend.

- No participant information is to be used by the Contractor other than in fulfillment of the Services and in consideration of this Agreement.

### **Cancellation of workshops**

- Where a workshop is cancelled, the Contractor must immediately cancel all travel arrangements and any other arrangements the Contractor has made.
- The Company will communicate with the host regarding the cancellation.
- Any Disbursement Costs that are not able to be refunded or cancelled without incurring a charge must be submitted to the Company within 14 days of incurring the charges.
- No fee will be paid to the Contractor for workshops that are cancelled.

### **Promotion**

- The Company will coordinate promotion and provide the Contractor with promotional materials such as online registration forms, flyers and media releases.
- The Contractor is asked to:
  - distribute flyers to any relevant networks (flyers will be provided 30 days before the workshop).
  - respond to local media enquiries when requested by the Company.
- All promotion of the workshop (including on social media) must be approved by the Company who will seek approval from their Client, prior to distribution.

### **Client Requirements**

- The Company's Client in relation to the Project is: Meat & Livestock Australia Limited.
- The Contractor must not liaise directly with the Client in relation to the Project, Services or Statement of Work unless given express permission to do so by the Company.

Client Requirements include but are not limited to the following Client Policies:

1. MLA Privacy Policy:  
<http://www.mla.com.au/general/privacy/>
2. Anti-bribery and Corruption policy and procedures  
<https://www.mla.com.au/globalassets/mla-corporate/about-mla/documents/who-we-are--corporate-governance/anti-bribery-and-corruption-policy-2020.pdf>
3. Code of Conduct and Ethics  
<https://www.mla.com.au/globalassets/mla-corporate/about-mla/documents/who-we-are--corporate-governance/code-of-business-conduct-and-ethics-082020.pdf>

### **Background IP**

Including but not limited to any materials or documents provided to the Contractor with the:

- BredWell FedWell logo
- MLA logo
- Schuster Consulting Group logo
- Sheep Genetics logo
- BREEDPLAN logo



All materials provided by Schuster Consulting Group in relation to BredWell FedWell, for example but not limited to:

- BredWell FedWell Workshop Deliverer Manual
- BredWell FedWell Workshop Presentation
- BredWell FedWell Attendee Manual
- BredWell FedWell Attendee Activity Resources
- BredWell FedWell Attendee Check-in sheet
- BredWell FedWell Host Guidelines
- BredWell FedWell Deliverer Guidelines
- BredWell FedWell Workshop Flyers
- BredWell FedWell Pre-Workshop Survey
- BredWell FedWell Workshop Evaluation Form
- BredWell FedWell Promotional Video

## **Project IP**

Including but not limited to the:

- Milestone Report
- Final Report
- Monitoring and Evaluation Report
- Attendee Check-in sheet (includes Personal Information)

## **Confidential Information**

Including but not limited to:

- Personal Information contained on the Attendee Check-in sheet
- Personal Information contained on the Monitoring and Evaluation Report
- Background IP

## **Contractor Background IP**

*To be provided by Contractor in application*

## Milestones, Deliverables and Payment Summary

Milestone and Deliverables – per workshop	Timeframe	Max fee	Max Disbursement Costs
<p>Post-workshop Milestone Report on each workshop conducted including the following Deliverables:</p> <ul style="list-style-type: none"> <li>• any pertinent feedback on the event, including challenges and suggestions for improvements;</li> <li>• the slide deck used on the day;</li> <li>• Monitoring and Evaluation Report that includes collated responses from the pre-workshop survey and evaluation form in the format specified by the Company; and</li> <li>• any other information reasonably requested by the Company.</li> </ul> <p>Responses for the pre-workshop survey and evaluation form responses must be collated from at least 75% of participants per workshop.</p>	<p>Within 10 days of the workshop</p>		

## Invoicing

- The Contractor will invoice the Company upon acceptance of each Milestone Report. Invoices should be emailed to: [accounts@schusterconsulting.com.au](mailto:accounts@schusterconsulting.com.au)
- Invoices must include:
  - “BFWW” as reference;
  - workshop location;
  - date workshop delivered;
  - expenses being claimed, listed individually;
  - treatment of GST.
- The delivery fee includes preparation, travel time, delivery and post-workshop reporting.
- Receipts must be provided for any Disbursement Costs to be claimed except for private vehicle use (see point below). No mark up on expenses is permitted.
- Private vehicle use may be included as a travel expense based on the ATO rate (currently \$0.78/km). Please note this does not attract GST or any other administrative fee etc.
- The Company will pay the invoices within 30 days of receiving a compliant invoice along with all receipts for Disbursement Costs and relevant Milestone Report including Deliverables.

**Appendix 1 – Milestone Report Template**

**DELIVERER MILESTONE REPORT**

<b>Deliverer name</b>			
<b>Workshop location</b>		<b>Date</b>	

<b>Were the facilities to the standard required?</b>	Yes	No
<b>Were the animals to the standard required?</b>	Yes	No
<b>Were the site and animals set up prior to your arrival?</b>	Yes	No
<b>Did you need to vary the presentation/notes from that provided?</b>	Yes	No

**List key questions that attendees raised**

<b>Are these questions addressed in the Deliverer materials sufficiently?</b>	Yes	No
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**What worked well during the day?**

**What was challenging or could be improved?**

Please submit this report along with the slide deck used on the day and the Monitoring and Evaluation Report that includes collated responses from the pre-workshop survey and evaluation form to: [delphinep@shcusterconsulting.com.au](mailto:delphinep@shcusterconsulting.com.au)

## **Appendix 2 – Host Responsibilities**

- Hosts have been asked to ensure appropriate facilities and animals are available and ready prior to the workshop commencing and to assist with check-in and registration.
- The host should be invited to welcome participants and provide an overview of their property and business should they wish to do so. They may also be engaged in conversation by the Contractor during the workshop to illustrate key points.
- Hosts are required to move and handle animals in yards, pens and races during the practical activities.
- Hosts are asked not to promote their stud or other enterprises when addressing participants or responding to questions.
- The BredWell FedWell workshop must be held as a standalone event and not held in conjunction with a stud sale or open day.

### **Facilities and equipment**

- The host is required to provide the following facilities and equipment:
  - Yard/pen to visually assess rams/bulls.
  - Enclosed area for presentation.
  - Toilets and wash facilities.
  - Check-in area where people can check-in on arrival.
  - Tables and chairs for participants.
  - Power points and extension cords.
  - Tables for Contractor's use, check-in and catering.

### **Animals required**

- The following animals are required for practical sessions : Rams/bulls: 4-6 bulls or 6-8 rams of a similar age with recorded ASBVs/BREEDPLAN EBVs that vary.
- Hosts have been asked to ensure all animals be penned the night before the workshop to allow time for the Contractor to check these before commencement.
- Host is required to provide the Contractor with ASBV/BREEDPLAN EBV data for the rams/bulls to be used for the workshop.
- Animals used during the workshop should not be stud animals that are for sale and no other animals should be present or on display at the workshop. Workshops must not be used for promotion.
- Only the owner of the animals should handle the animals.

### **Check-in**

- Participants are required to register online before the event. This will help ensure the minimum number of participants are engaged for the workshop to go ahead.
- The host is responsible for overseeing the check-in process.
- All participants must check-in on the day.
- The Company will provide a check-in sheet to the host with the names of those that have registered online.
- Ensure each participant is provided with a set of workshop materials as they check-in.

**Distribution of materials**

- Materials for participants will be printed and posted to the host for distribution during the workshop.
- Hosts have been asked to:
  - provide one set of workshop materials to each participant upon check-in;
  - collect unused materials after the workshop ends; and
  - return unused materials to the Company.

**Catering**

- The host will arrange catering for the workshop.

## **Appendix 3 – Sample Safe Work Method Statement**

## SAFE WORK METHOD STATEMENT

Tasks / activities	Hazards and risks	Control measures	Licences, qualifications, work permits, training or instruction required	Person responsible for implementing and monitoring controls
List the work tasks or activities in a logical order	Identify the hazards and risks that may cause harm to workers or the public	Describe what will be done to control the risks – what will you do to make the task or activity as safe as possible. Include any personal protective equipment (PPE)		

*Personnel are required to sign this register to indicate they have read, understand and will work to the requirements of this Safe Work Method Statement*

Name of worker/s	Worker/s signature/s	Date



**STATEMENT OF WORK**

**THIS WILL BE COMPLETED ELECTRONICALLY**

Signed for and on behalf of  
**Schuster Consulting Group Pty Ltd:**

Signed for and on behalf of  
**Contractor:**

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**Signature of Authorised Representative**

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**Signature of Authorised Representative**

Angela Schuster

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**Name of Authorised Representative**

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**Name of Authorised Representative**

Managing Director

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**Title of Authorised Representative**

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**Title of Authorised Representative**