

Horticulture Innovation Australia

HORTICULTURE INNOVATION AUSTRALIA LIMITED

Research Agreement

Project Details

Project Title:	MC16013
Project Code:	Macadamia Gross Value of Production(GVP) analysis

Parties

Hort Innovation	Name:	Horticulture Innovation Australia Limited (Hort Innovation) ABN 71 602 100 149
	Address:	Level 8, 1 Chifley Square Sydney NSW 2000
	Contact details:	Email: Contracts@horticulture.com.au Phone: (02) 8295 2300 Facsimile: (02) 8295 2399

Research Provider	Name:	Australian Bureau of Statistics (Research Provider) ABN 26 331 428 522
	Address:	ABS House 45 Benjamin Way Belconnen ACT 2617
	Contact details:	Name & Position: Lisa Wardlaw – Kelley Email: lisa.wardlaw-kelly@abs.gov.au Phone: S47E, S47F

The parties agree that the Research Provider will conduct the Project, and Hort Innovation will provide the Funds, on the terms of this agreement, which consists of this page, the attached Agreement Details, the Terms, the Project Plan, the Payment Schedule, and any other attached Schedules.

Executed as an Agreement

Executed for and on behalf of **Horticulture
Innovation Australia Limited (ABN 71 602
100 149)** by its authorised officer:

.....
Signature of authorised officer

.....
Full name of authorised officer (print)

.....
Position

.....
Signature of witness

.....
Full name of witness (print)

.....
Date

Executed for and on behalf of Australian Bureau
of Statistics (**ABN 26 331 428 522**) by its
authorised officer:

S47E, S47F

Signature of authorised officer

S47E, S47F

Full name of authorised officer (print)

DIRECTOR

Position

S47E, S47F

Signature of witness

S47E, S47F

Full name of witness (print)

8/2/17

Date

Project Title and Code:	Title		Code
	Macadamia Gross Value of Production (GVP) analysis		MC16013
Project Summary:	<p>Through this project the Australian Bureau of Statistics (ABS) will review the calculation of Gross value of production (GVP) of the macadamia industry, including data sources, methods and any related benchmarking information. The macadamia industry considers official ABS GVP statistics for their industry to be an underestimate. This project will test whether it is possible to substitute data from alternative sources for the purposes of calculating GVP. It is proposed to use the experience gained from reviewing alternate information sources for the macadamia industry to feed into a broader improvement program for agriculture statistics based on pre-existing data sources.</p> <p>The project will be delivered by a small team of ABS personnel from the Environment and Agriculture Statistics Branch.</p> <p>This project is a partnership between the ABS and Hort Innovation. It delivers on the Hort Innovation investment priority of 'Grow the horticulture value chain capacity'. It also complements a broader work program initiated by the ABS and the Department of Agriculture and Water Resources (DAWR) in response to recommendations of the National Agricultural Statistics Review (NASR).</p> <p>The key intended outcome of the project is:</p> <p>An improved novel mechanism for macadamia GVP estimation is identified by the ABS through collaboration with Hort Innovation and industry that leverages off existing supply chain dynamics to maximise data collection efficiencies and data accuracy.</p> <p>Acceptance and application of the novel GVP estimation mechanism developed through this project is anticipated in future years by the ABS when developing their GVP estimates, at the discretion of the Australian Statistician or delegate.</p>		
Commencement Date:	The date of this agreement.		
Term:	From the Commencement Date until 15/07/2017		
Project Leader	Lisa Wardlaw-Kelly		
Evaluation of the Project to be conducted	Refer to Project Plan (Schedule 1)		
Intended application of Project Outputs and Project IP:	All project outputs are to be disseminated. See Commercialisation section of Project Plan.		
Subcontracting:	As specified in clause 6 and the Subcontractor Insurance Declaration (Schedule 2).		
Subcontractors (if any):	Name of entity:	ACN/ABN:	

	No subcontractors known at time of contracting.	-
Applicable standards and policies:	The policies relevant to this Project are published on Hort Innovation’s website or as otherwise notified by Hort Innovation to the Research Provider in writing from time to time.	
Pre-Existing IP (includes background IP and third party IP)	Hort Innovation Pre-Existing IP:	Research Provider Pre-Existing IP:
	N/A	N/A
Statements of Receipt and Expenditure	A Final Statement of Receipts and Expenditure must be submitted by the Research Provider.	
Return of Uncommitted Funds	The Research Provider acknowledges that it is required to return any uncommitted funds as there has been no contestability or competitive tender undertaken in its appointment as the Research Provider.	
Total Hort Innovation Managed Funds	S47, S47E	
Funds not managed by Hort Innovation (i.e. other sources of funding)	S47, S47E	
Assets including capital items	N/A	
Period during which the Project must be kept confidential	N/A	
Insurance requirements	As specified in clause 22.	

1. THE AGREEMENT

Appointment of Research Provider

1.1 Hort Innovation appoints the Research Provider to conduct the Project on the terms set out in this agreement, and the Research Provider accepts that appointment.

1.2 The parties agree that this agreement prevails over any prior agreement or understanding between the parties and any terms provided by the Research Provider whether received by Hort Innovation before or after the date of this agreement.

Order of priority

1.3 The documents comprising this agreement will be read in the following order of priority to the extent of any inconsistency:

- (a) the Agreement Details;
- (b) the Terms; and
- (c) the Schedules.

2. DEFINITIONS AND INTERPRETATION

Definitions

2.1 In this agreement, unless the context requires otherwise:

Asset means any asset or capital item, including land, buildings, improvements, yards, plant and equipment, acquired by the Research Provider wholly or in part using the Funds, and includes the Assets listed in the Agreement Details.

Business Day means any day that is not:

- (a) a Saturday, Sunday or public holiday in New South Wales, Australia; or
- (b) a day falling within Hort Innovation's compulsory shutdown period between Christmas and New Year.

Commencement Date means the date for commencement of the Project as set out in the Agreement Details.

Commercialise means, in relation to Project Outputs and Project IP, to manufacture, sell, hire or otherwise exploit a product or process, or to provide a service using Project Outputs or Project IP, as the case may be, or to license any person to do any of those things, for the purpose of obtaining financial reward directly or indirectly.

Confidential Information means any information that:

- (a) a party identifies as being confidential to it;

- (b) relates to a party's business, assets or affairs;

- (c) is by its nature confidential; or

- (d) the other party knows, or ought to know, is confidential,

and includes all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form.

Dispose means, in relation to any property, to sell, transfer, assign, lease, create any security or other interest over, part with the benefit of, or otherwise dispose of the property.

Disseminate means to make material or information, including Project Outputs and Project IP, publicly available.

Evaluation Report means a report prepared by or for Hort Innovation in accordance with clause 5 regarding evaluation of the Project.

Final Report means the final Report to be provided to Hort Innovation by the Research Provider.

Force Majeure means any act, event or cause which is beyond the reasonable control of a party or could not have reasonably been foreseen by the party concerned (excluding any shortfall in third party funding), including war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of governments, flood, storm, earthquake, power shortages or failures, or inability to obtain sufficient labour, raw materials, fuel or utilities.

Funds means the funds to be provided by Hort Innovation to the Research Provider for the Project as set out in the Payment Schedule.

GST has the same meaning as in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means all patents, patent applications, trademarks, designs, plant breeder's rights, copyright, know-how, trade secrets, eligible layout rights, domain names, internet addresses, data, and all and any other intellectual property rights, whether registered or unregistered, and rights to apply for any of the same, and includes the Confidential Information.

Milestones means the milestone stages and decision points in the conduct of the

Project set out in the Project Plan.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth) and includes any similar rights which are conferred by statute, and which exist or come to exist, anywhere in the world.

Pre-Existing IP means any Intellectual Property owned, licensed or held by a party and made available by the party to the Project, including any Intellectual Property identified as Pre-Existing IP in the Agreement Details.

Project means the research project described in the Agreement Details which has been approved by Hort Innovation and for which Funds are provided to the Research Provider under this agreement.

Project IP means any Intellectual Property that arises out of the Project, including any Intellectual Property in the Project Outputs, but excludes any Intellectual Property in the Reports and in any Evaluation Report.

Project Leader means the person identified as such in the Agreement Details and any replacement nominated by the Research Provider and accepted by Hort Innovation in accordance with clause 4.6.

Project Outputs means any and all material including data, other than the Reports and the Evaluation Reports, created or brought into existence by or on behalf of the Research Provider for the purposes of this agreement, including but not limited to documents, equipment, information and data stored by any means, and the Project Outputs listed in the Agreement Details, but excluding the Research Provider's internal working notes and documents.

Project Plan means the plan prepared by the Research Provider and agreed by Hort Innovation, attached as Schedule 1, which sets out a detailed description of the work to be performed by the Research Provider in respect of the Project and the associated timing, including the achievement or delivery, as the case may be, of Milestones and Project Outputs.

Reports means the reports to be provided by the Research Provider as set out in the Project Plan.

Statement of Receipt and Expenditure means the statements of this name prepared by the Research Provider, which must include all income received by the

Research Provider by way of:

- (a) Funds from Hort Innovation; and
- (b) any other funds not managed by Hort Innovation that are being, or will be, used by the Research Provider for the purposes of the Project, including any income generated as a result of the Research Provider's use of the Assets,

and the expenditure by the Research Provider of all such funds (including the Funds) and income.

Subcontractor means any person engaged or proposed to be engaged by the Research Provider to perform work or provide services relating in any way to the Project or this agreement, regardless of whether the engagement occurs by way of a written agreement, an oral agreement, or an agreement that is partly written and partly oral, but excluding:

- (a) those persons engaged by the Research Provider under a contract of employment (whether full-time, part-time, permanent, temporary or casual); and
- (b) students conducting some or all of their studies at or with the Research Provider and providing services under an academic programme.

Term means the term of this agreement shown in the Agreement Details.

Total Hort Innovation Managed Funds means the total amount of the Funds to be paid by Hort Innovation under this agreement, as shown in the Payment Schedule.

Interpretation

2.2 In this agreement, unless the contrary intention appears:

- (a) the singular includes the plural and vice-versa;
- (b) a reference to a person or individual includes a corporation, partnership, joint venture, consortium, association, authority, trust, government or semi government agency or authority and that person's successors or legal representatives;
- (c) where the last day of any period prescribed for an action falls on a day that is not a Business Day, the action may be done on the next Business Day;

- (d) a reference to a statute includes an amendment to or re-enactment of that legislation and includes any subordinate legislation in force under it;
- (e) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time; and
- (f) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

3. TERM OF AGREEMENT

- 3.1 This agreement will commence on the Commencement Date and, unless terminated earlier in accordance with its terms, will continue for the Term.

4. OBLIGATIONS OF THE RESEARCH PROVIDER

Conduct of the Project

- 4.1 The Research Provider agrees to carry out the Project from the Commencement Date, and otherwise to perform its obligations under this agreement:
- (a) with due care, in a professional manner, and to the best of its skill and ability; and
 - (b) in accordance with:
 - (i) the terms of this agreement;
 - (ii) all applicable laws and regulations, including (without limitation) all applicable occupational health and safety laws and regulations;
 - (iii) the *Privacy Act 1988* (Cth), including the Australian Privacy Principles;
 - (iv) all applicable codes of conduct, industry standards and guidelines, as updated from time to time;
 - (v) any standards and policies specified in the Agreement Details as updated from time to time; and
 - (vi) all reasonable and lawful directions of Hort Innovation, provided those directions are not inconsistent with this agreement.

- 4.2 The Research Provider must achieve the Milestones and deliver the Project Outputs and any other deliverables in accordance with the timing set out in the Project Plan.

- 4.3 The Research Provider must liaise with Hort Innovation as reasonably required by Hort Innovation in relation to the conduct of the Project.

- 4.4 The Research Provider agrees that it will not vary any aspect of the Project without obtaining the prior written consent of Hort Innovation.

Project Leader

- 4.5 The Research Provider:

- (a) must ensure that the Project is carried out by or under the direct supervision of the Project Leader; and
- (b) undertakes that the Project Leader and all persons who assist in carrying out the Project will perform their work in connection with the Project to the best of their skill and ability.

- 4.6 If the Project Leader is no longer available for the purposes of the Project, the Research Provider must immediately:

- (a) notify Hort Innovation; and
- (b) nominate a replacement that is acceptable to Hort Innovation.

If no satisfactory replacement is agreed, Hort Innovation may terminate this agreement in accordance with clause 24.11.

Safety

- 4.7 Without limiting clause 4.1(b), the Research Provider must ensure that:

- (a) its activities in carrying out the Project comply; and
- (b) any site at which it carries out any part of the Project (**Site**) complies,

with all applicable occupational health and safety laws and regulations, applicable industry codes of practice, and Australian Standards.

- 4.8 The Research Provider must ensure that any person involved in the Project or attending a Site whose health or safety may be affected by the Project is:

- (a) properly trained, informed, supervised and instructed in the use of plant and equipment involved in the Project;
- (b) provided with all necessary personal protective equipment for work performed in connection with the Project; and

- (c) provided with any other training, information, instruction and supervision, including but not limited to induction training, to ensure their health and safety while carrying out the Project or while on the Site.

Reporting

- 4.9 The Research Provider must provide Hort Innovation with Reports in the form requested by Hort Innovation and in accordance with the requirements set out in the Project Plan.
- 4.10 Hort Innovation will notify the Research Provider whether it accepts or rejects any Report within 20 Business Days after receipt of the Report from the Research Provider, or such other timeframe as the parties may agree. If Hort Innovation does not notify the Research Provider within this timeframe that it rejects the Report, Hort Innovation will be deemed to have accepted the Report.
- 4.11 If Hort Innovation rejects any Report provided by the Research Provider under this agreement:
- (a) it will notify the Research Provider of the reason for the rejection;
 - (b) the Research Provider must resubmit a revised Report addressing the reasons for Hort Innovation's rejection of the original Report within 10 Business Days, or such other timeframe as the parties may agree; and
 - (c) if the Research Provider fails to resubmit a revised Report in accordance with clause 4.11(b), or if Hort Innovation notifies the Research Provider within 10 Business Days (or such other timeframe as the parties may agree) that it rejects the revised Report, Hort Innovation may terminate this agreement in accordance with clause 24.11.

Overlapping projects

- 4.12 The Research Provider acknowledges the need for efficient use of the horticultural industry's limited research and other resources, and accordingly:
- (a) warrants that as at the date of this agreement, it is not:
 - (i) receiving funding from any third party organisation to conduct; or
 - (ii) otherwise participating in any way in,

a research project separate from the Project which has one or more objectives that are the same or similar to the intended outcomes or outputs of the Project;

- (b) agrees that it will promptly notify Hort Innovation if any of the circumstances described in clause 4.12(a) arise after the date of this agreement; and
- (c) agrees that on receipt by Hort Innovation of notification under clause 4.12(b), Hort Innovation may terminate this agreement and direct the Funds elsewhere.

5. EVALUATION OF THE PROJECT

- 5.1 The Research Provider acknowledges that Hort Innovation may, itself or through its nominated representative, conduct such evaluations of the Project as it considers necessary, including those set out in the Agreement Details.
- 5.2 The Research Provider:
- (a) must provide reasonable assistance to Hort Innovation or to Hort Innovation's nominated representative for the purposes of enabling any evaluation of the Project to be conducted; and
 - (b) agrees that any Evaluation Report (including the Intellectual Property in any Evaluation Report) will be owned by Hort Innovation and may be published by Hort Innovation at any time.

6. SUBCONTRACTORS

Engagement

- 6.1 The Research Provider:
- (a) may subcontract the performance of its obligations under this agreement without the consent of Hort Innovation in accordance with this clause 6, subject to Hort Innovation's right to reject any Subcontractor in accordance with clause 6.6;
 - (b) acknowledges and agrees that Hort Innovation may publicly disclose the name of any of the Research Provider's Subcontractors; and
 - (c) must inform its Subcontractors that their participation in the conduct of the Project may be publicly disclosed by Hort Innovation.
- 6.2 At the same time as it executes this agreement, the Research Provider must

sign the declaration at Schedule 2 relating to the insurance policies held by Subcontractors engaged or to be engaged for the purposes of this agreement, and must promptly provide the signed declaration to Hort Innovation.

Existing Subcontractors

- 6.3 The Research Provider warrants that the details of any Subcontractors already engaged by it or proposed to be engaged by it on or before the date of this agreement are set out in the Agreement Details.

Additional Subcontractors

- 6.4 The Research Provider agrees that for each Subcontractor it proposes to engage after the date of this agreement (if any) in connection with this agreement, it will promptly provide Hort Innovation with the full name and ABN (and ACN, if a corporation) of the Subcontractor.

Responsibility to remain with Research Provider

- 6.5 Where the Research Provider subcontracts any part of its obligations under this agreement, the Research Provider:
- (a) remains primarily liable for carrying out its obligations under this agreement, including in relation to the conduct of the Project;
 - (b) may, but is not obliged to, use Hort Innovation's standard subcontract template to engage the Subcontractor, a copy of which will be provided by Hort Innovation;
 - (c) must, if it does not use Hort Innovation's standard subcontract template, or if that template is amended, ensure that the terms of the subcontract:
 - (i) are no less onerous on the Subcontractor than the provisions of this agreement and are otherwise consistent with all provisions of this agreement;
 - (ii) ensure that the Subcontractor has no claim against Hort Innovation in respect of anything done or omitted to be done by the Research Provider in respect of the Project;
 - (iii) requires the Subcontractor to:
 - A. assign to the Research Provider and Hort Innovation (as applicable)

all Intellectual Property created under the subcontract or otherwise deal with such Intellectual Property in a manner consistent with this agreement; and

- B. comply with obligations of confidentiality, ownership of Project Outputs and Project IP, and insurance consistent with this agreement; and

- (d) indemnifies Hort Innovation against all damages, losses, costs and expenses incurred by Hort Innovation arising out of or in connection with any acts or omissions of the Subcontractor.

Right of rejection

- 6.6 Hort Innovation reserves the right, at any time, by notice to the Research Provider, to reject any Subcontractor engaged or proposed to be engaged by the Research Provider for the purposes of this agreement. On receipt of such a notice, the Research Provider must immediately terminate the Subcontractor's involvement in the Project.

7. WARRANTIES

- 7.1 Each party warrants that it:
- (a) has authority and ability to enter into and to perform its obligations under this agreement; and
 - (b) is authorised by all necessary government and other agencies and authorities to perform its obligations under this agreement.
- 7.2 The Research Provider warrants that:
- (a) all information provided by it in connection with this agreement and the Project is complete and not misleading;
 - (b) all third party funding for the Project is set out in the Agreement Details;
 - (c) it, its employees, the Project Leader, its agents, Subcontractors and students employed or engaged by it have the necessary experience, skill and ability to properly conduct the Project on the terms set out in this agreement;
 - (d) the Project will be conducted diligently and in a professional manner and conform to a standard of competence

equal to that normally employed by researchers of good standing for services of a magnitude and nature similar to the Project;

- (e) it has obtained all necessary licences, permissions and approvals or consents for the purposes of this agreement; and
- (f) it has not entered into any licence or agreement with any person which conflicts with any of its rights or obligations under this agreement.

8. PAYMENT OF FUNDS

Milestone payments

8.1 Subject to clause 8.2 and to the Research Provider's compliance with its obligations under this agreement, Hort Innovation shall pay the Funds to the Research Provider in accordance with this clause 8 and the Payment Schedule for the sole purposes of the Project.

8.2 Hort Innovation has no obligation to pay Funds to the Research Provider unless all funds payable to Hort Innovation and required for the full funding of the Project (including but not limited to industry levies, Commonwealth Government matching payments, third party co-investments and amounts pledged by way of voluntary contribution) are actually received by Hort Innovation into its nominated bank account in cleared funds.

8.3 The Research Provider must use the Funds in accordance with this agreement only for the purposes of the Project.

Mechanism for payment of Funds

8.4 Hort Innovation will pay the Research Provider for successful completion of Milestones in accordance with the Project Plan and Payment Schedule.

Subject to clauses 8.5 and 8.6, Hort Innovation will pay the Milestone payments within 30 Business Days after successful completion of the relevant Milestone.

8.5 Each Milestone payment will be subject to:

- (a) the Research Provider completing the relevant Milestone and submitting a Milestone Report for Hort Innovation's approval; and
- (b) Hort Innovation's approval of the Milestone Report.

8.6 The parties agree in respect of the final Milestone payment shown in the Payment Schedule that:

(a) Hort Innovation is only obliged to make the final Milestone payment to the Research Provider after Hort Innovation has:

- (i) received and accepted the Final Report in accordance with clause 4.10; and
- (ii) received the Final Statement of Receipt and Expenditure from the Research Provider;

(b) unless otherwise agreed by Hort Innovation prior to the completion of the final Milestone, Hort Innovation will deduct from the final Milestone payment:

- (i) the market value, as reasonably determined by Hort Innovation, of any Assets owned by the Research Provider as at the date the final Milestone payment is made;
- (ii) any income received by the Research Provider from those Assets; and
- (iii) any amounts that have already been paid to the Research Provider but have not yet been spent or legally committed by the Research Provider as at the date the final Milestone payment is made; and

(c) if the Funds only partially funded the acquisition of an Asset, any amounts deducted by Hort Innovation under clauses 8.6(b)(i) and 8.6(b)(ii) must be reduced to reflect the percentage of the total cost of the Asset that was met using the Funds.

8.7 If the amount to be deducted by Hort Innovation in accordance with clause 8.6(b) exceeds the amount of the final Milestone payment, the shortfall will constitute a debt immediately owing to Hort Innovation from the Research Provider on receipt of a notice from Hort Innovation, and must be paid to Hort Innovation by the Research Provider within 15 Business Days of the date of such notice.

Suspension of Funding

8.8 In addition to its rights under clause 24, Hort Innovation may suspend any payment of any of the Funds if the Research Provider:

- (a) does not achieve a Milestone;

- (b) fails to expend the Funds without an explanation satisfactory to Hort Innovation;
- (c) has not provided the most recent Statement of Receipt and Expenditure required to be provided in accordance with clause 10; or
- (d) is otherwise in breach of any of its obligations under this agreement,
- until:
- (e) the Milestone is achieved;
- (f) the Research Provider provides a timeframe over which expenditure of the Funds will occur which is acceptable to Hort Innovation;
- (g) the Statement of Receipt and Expenditure is provided; or
- (h) the breach is rectified,
- as the case may be, to the reasonable satisfaction of Hort Innovation.
- Maximum amount payable by Hort Innovation**
- 8.9 The maximum amount that Hort Innovation will pay in respect of the Project is the Total Hort Innovation Managed Funds set out in the Payment Schedule and Hort Innovation has no obligation to pay to the Research Provider or any other party any amount not expressly stated in this agreement.
- Funds must not be used for agri-political activity or marketing**
- 8.10 Notwithstanding anything else in this agreement, the Research Provider must not use the Funds:
- (a) for any agri-political activity (including any form of internal or external political campaigning); or
- (b) for marketing activities.
- 9. GST**
- 9.1 Words in this clause which have a particular meaning in the GST Act have the same meaning in this clause, unless the context otherwise requires.
- 9.2 If GST is payable on a taxable supply made under this agreement, for consideration that does not expressly include GST, the recipient of the supply must pay to the supplier an additional amount equal to the GST payable on the supply at the same time that the consideration is to be paid or provided.
- 9.3 Unless GST is expressly included, the consideration to be paid or provided under this agreement, for any supply made under or in connection with this agreement, is expressed exclusive of GST.
- 9.4 Subject to clause 9.6, the parties agree that:
- (a) the supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 9.2; and
- (b) the recipient can withhold payment of the amount payable under clause 9.2 until the supplier provides a tax invoice or an adjustment note as appropriate.
- 9.5 If an adjustment event arises in respect of a taxable supply made by a supplier to a recipient under this agreement, the amount payable by the recipient under clause 9.2 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier, or by the supplier to the recipient, as the case requires.
- 9.6 In relation to the supplies that the Research Provider will make to Hort Innovation in respect of the Project and in consideration of the Funds, the parties agree that:
- (a) Hort Innovation will issue recipient created tax invoices and recipient created adjustment notes in respect of the supplies; and
- (b) the Research Provider will not issue tax invoices or adjustment notes in respect of the supplies.
- 9.7 Each party warrants that it is registered for GST as at the date of this agreement. If either party ceases to be registered for GST, the relevant party must immediately inform the other party of the cessation of the registration and clause 9.6 shall cease to apply.
- 10. STATEMENTS OF RECEIPT AND EXPENDITURE**
- General requirements**
- 10.1 The Research Provider must submit to Hort Innovation:
- (a) the Statements of Receipt and Expenditure identified in the Agreement Details; and
- (b) any such additional Statements of Receipt and Expenditure requested by Hort Innovation from time to time within 20 Business Days after receipt of a request from Hort Innovation.

- 10.2 The Research Provider acknowledges that the Statements of Receipt and Expenditure provided to Hort Innovation must be:
- (a) in the form required by Hort Innovation from time to time;
 - (b) prepared by a person who has a thorough understanding of financial records and accounting; and
 - (c) signed by the Chief Financial Officer or the Chief Executive Officer of the Research Provider, or a person of equivalent seniority within the Research Provider.

Provision of annual and final statements

- 10.3 If the Agreement Details require the provision of Annual Statements of Receipt and Expenditure, such statements must be provided by the Research Provider during the Term:
- (a) on each anniversary of the first Milestone; or
 - (b) at such other times as are notified to the Research Provider by Hort Innovation.
- 10.4 The Final Statement of Receipt and Expenditure must be provided by the Research Provider at the same time as the Final Report or within 20 Business Days after termination of this agreement, as the case may be.
- 10.5 The Research Provider acknowledges that it will not be entitled to the final Milestone payment shown in the Payment Schedule until Hort Innovation has received the Final Report and the Final Statement of Receipt and Expenditure from the Research Provider.

Expenditure of Funds

- 10.6 If any Statement of Receipt and Expenditure shows that the Research Provider has not committed all of the Funds received by it for expenditure in relation to the Project, Hort Innovation may either:
- (a) deduct the relevant amount from the next Milestone payment or payments made to the Research Provider; or
 - (b) require the Research Provider to repay the relevant amount within 5 Business Days after receipt of a demand from Hort Innovation.
- 10.7 The parties acknowledge that clause 10.6 will not apply if the Agreement Details includes a statement to this effect.

Failure to provide statements

- 10.8 If the Research Provider fails to provide any Statement of Receipt and Expenditure to Hort Innovation in accordance with this clause 10, Hort Innovation may terminate this agreement in accordance with clause 24.11.

11. ASSETS

- 11.1 The Research Provider must acquire the Assets specified in the Agreement Details. Except where the Research Provider has leased the Asset or otherwise acquired it through financing arrangements that delay the passing of title, the Assets will be owned by the Research Provider.
- 11.2 The Research Provider must not use the Funds to acquire an Asset not specified in the Agreement Details without the prior written consent of Hort Innovation.
- 11.3 The Research Provider must:
- (a) subject to clause 11.7:
 - (i) establish and maintain a register of Assets which must be provided to Hort Innovation on request; and
 - (ii) maintain insurance with a reputable insurer for the full replacement value of the Assets; and
 - (b) care for the Assets in the same manner as a responsible owner would.
- 11.4 The Research Provider must not:
- (a) use the Assets other than for the purposes of the Project; or
 - (b) subject to clause 11.7, Dispose of any Asset,
- without the prior written consent of Hort Innovation.
- 11.5 If Hort Innovation approves of the Disposal of any Asset, the Research Provider must:
- (a) Dispose of the relevant Asset for its full market value; and
 - (b) treat, and account for, the proceeds of the Disposal as part of the Funds,
- unless Hort Innovation agrees to the contrary.
- 11.6 If the Research Provider breaches clause 11.4, Hort Innovation may terminate this agreement in accordance with clause 24.11.
- 11.7 The parties agree that clauses 11.3(a) and 11.4(b) only apply to:

- (a) Assets with a unit cost of at least \$10,000; and in addition
- (b) Assets that comprise a group of substantially similar or complementary items that are acquired at or near the same time (eg. laboratory equipment), where the total cost of the group of items (as opposed to the unit cost of each item) is at least \$10,000.

12. BOOKS AND RECORDS

12.1 The Research Provider must:

- (a) keep, at its principal place of business, accurate and comprehensive books and records that are separate from any other books and records of the Research Provider's business, and which set out details of:
 - (i) all money received and expended by the Research Provider in carrying out the Project;
 - (ii) the Research Provider's conduct of the Project including appropriate records of all results, Project Outputs and Project IP; and
 - (iii) all agreements with its Subcontractors including all invoices received from, and payments made to, its Subcontractors; and
- (b) keep the books and records described in clause 12.1(a) above for 7 years after termination or expiry of this agreement.

13. AUDIT AND ACCESS

Audit

13.1 On Hort Innovation's request, the Research Provider must produce the books and records referred to in clause 12 and permit them to be inspected, copied and audited by Hort Innovation or Hort Innovation's nominated representatives, agents or auditors.

Co-operation by Research Provider

13.2 The Research Provider must cooperate with Hort Innovation and its representatives, agents, and auditors in the conduct of any inspection or audit of the Research Provider's accounts and records, and for that purpose, must:

- (a) allow access to the Research Provider's premises at reasonable times and on reasonable notice;
- (b) require the Research Provider's employees and agents to produce accounts and records related to this agreement and allow any such documentation to be inspected and copied; and
- (c) provide full and accurate answers to any questions asked in relation to that documentation.

Clause survives termination

13.3 This clause 13 applies for the Term and for a period of seven years from the date of expiry or termination of this agreement.

14. REPORTS

Ownership and Assignment

14.1 Hort Innovation owns or shall upon subsistence own the Reports and all Intellectual Property comprised in the Reports. The Research Provider hereby:

- (a) unconditionally assigns to Hort Innovation all of its Intellectual Property in the Reports for all uses by all current and future media worldwide in perpetuity;
- (b) will ensure that its employees, students, agents and Subcontractors unconditionally assign to Hort Innovation all their respective Intellectual Property in the Reports for all uses by all current and future media worldwide in perpetuity;
- (c) warrants that the publication, dissemination and any other use of the Reports by Hort Innovation will not infringe the Intellectual Property of the Research Provider, its employees, students, agents, Subcontractors or any other person.

Licence to Research Provider

14.2 Hort Innovation grants to the Research Provider a non-exclusive, royalty-free licence (including a right to sublicense others) to use and adapt the Reports and all Intellectual Property rights comprised in the Reports for its internal purposes.

14.3 In addition to its rights under clause 14.2, the Research Provider may seek the consent of Hort Innovation to use or adapt the Reports for a specified purpose made known to Hort Innovation. If Hort Innovation consents to the use or adaptation of the Reports by the Research

Provider, the Research Provider must:

- (a) use reasonable endeavours to ensure that such use and adaptation provides benefits to the Australian horticultural industry;
- (b) acknowledge the contribution to and support of the Project by Hort Innovation in accordance with clause 21; and
- (c) provide copies to Hort Innovation of all uses and adaptation's of the Reports.

15. PRE-EXISTING IP

Provision

- 15.1 During the Term, each party must make available the Pre-Existing IP for the purposes set out in this agreement. Unless this agreement expressly provides otherwise, no other use of Pre-Existing IP is permitted without the prior written consent of the party providing the Pre-Existing IP.
- 15.2 Before a party makes Pre-Existing IP available (other than that specified in the Agreement Details), it must give a notice to the other party identifying the Pre-Existing IP and the ownership of it, the basis of its right to make the Pre-Existing IP available, details of any encumbrances or restrictions on its use, and the purpose for which it may be used. If there are any encumbrances or restrictions on the use of such Pre-Existing IP, the other party may require that the Pre-Existing IP not be used in connection with the Project.
- 15.3 The Research Provider acknowledges that if it does not advise Hort Innovation that it is making available or utilising any Pre-Existing IP for the purposes of the Project, Hort Innovation will proceed on the assumption that the Research Provider will not utilise any Pre-Existing IP for the purposes of the Project (excluding any Pre-Existing IP provided by Hort Innovation) and that the Research Provider has absolute freedom to operate in relation to the conduct of the Project.

Ownership

- 15.4 Pre-Existing IP:
 - (d) will remain the property of the party that provides it; and
 - (e) is not altered, transferred or assigned by virtue of its use by a party other than the owner under this agreement.

Warranties

- 15.5 Each party warrants that:

- (a) it is the owner of, or is otherwise entitled to provide, the Pre-Existing IP which it makes available for the purposes of this agreement;
- (b) to the best of its knowledge after making reasonable enquiries, use of the Pre-Existing IP in accordance with this agreement will not infringe the Intellectual Property rights or other rights of any other person;
- (c) except to the extent disclosed to the other party in the Agreement Details or in accordance with clause 15.2, the Pre-Existing IP is unencumbered; and
- (d) it will not Dispose of or commercialise the Pre-Existing IP so as to prejudice its use in accordance with this agreement.

Licences

- 15.6 Subject to the terms of this agreement, each party has a non-exclusive perpetual licence (including a right to sublicense its agents and subcontractors) to use the Pre-Existing IP provided by the other party for the purposes of:
 - (a) the Project; and
 - (b) any:
 - (i) Dissemination; or
 - (ii) Commercialisation, of the Project Outputs or the Project IP, to the extent the Pre-Existing IP is incorporated in the Project Outputs and Project IP.
- 15.7 The parties agree that:
 - (a) the licences granted under clauses 15.6(a) and (b)(i) are royalty-free;
 - (b) the licence granted under clause 15.6(b)(ii) will be for a fee to be negotiated in good faith by the parties or otherwise determined in accordance with clauses 18.6 and 18.8 to 18.12; and
 - (c) each of the licences granted under clause 15.6 are subject to any encumbrances or restrictions on use of the relevant Pre-Existing IP set out in the Agreement Details or notified by a party pursuant to clause 15.2.

16. PROJECT OUTPUTS AND PROJECT IP

Ownership

- 16.1 If the intended application of any Project Outputs and corresponding Project IP identified in the Agreement Details is:

- (a) Dissemination, then Hort Innovation owns those Project Outputs and the corresponding Project IP; or
- (b) Commercialisation, then those Project Outputs and the corresponding Project IP are owned by the parties as tenants in common in equal shares.
- 16.2 For any Project Outputs:
- (a) identified in the Agreement Details for which no intended application has been selected; or
- (b) not included in the Agreement Details, the intended application of those Project Outputs and the corresponding Project IP is Commercialisation, and clause 16.1(b) applies.
- 16.3 If clauses 16.1(b) or 16.2 apply, neither party may Dispose of its interest in the relevant Project Outputs or Project IP without the prior written agreement of the other party, such consent not to be unreasonably withheld.
- Licences**
- 16.4 If clause 16.1(a) applies, the Research Provider has a non-exclusive, royalty-free licence (including a right to sublicense others) to use and adapt the relevant Project Outputs and Project IP for the purposes of the Project, to the extent such use and adaptation does not involve Commercialisation or Dissemination.
- 16.5 If clauses 16.1(b) or 16.2 apply:
- (a) each party has a non-exclusive, royalty-free licence (including a right to sublicense others) to use and adapt the relevant Project Outputs and Project IP for the purposes of the Project to the extent such use and adaptation does not involve Commercialisation or Dissemination;
- (b) Hort Innovation has a perpetual, royalty-free licence to use and adapt the relevant Project Outputs and Project IP for its internal purposes and for reporting to and complying with its obligations to industry bodies including peak councils, government, and government agencies and authorities; and
- (c) without limiting clause 16.5(b), Hort Innovation has a perpetual, non-exclusive, royalty-free licence (including a right to sublicense others) to use and adapt the Project Outputs and Project IP for the purposes of internal research and education, provided that:
- (i) it must not do so in a manner which might prejudice the future registration, value or Commercialisation of any Project Outputs or Project IP; and
- (ii) where commercialisation of Intellectual Property arising out of the internal research requires access to the Project Outputs and/or Project IP, it may only use the Project Outputs and Project IP for the purposes of that commercialisation on terms agreed with the Research Provider.
- 16.6 The Research Provider has a perpetual, non-exclusive, royalty-free, non-sublicensable licence to use and adapt the Project Outputs and Project IP for the purposes of internal research and education, provided that:
- (a) it must not do so in a manner which might prejudice the future registration, value or Commercialisation of any Project Outputs or Project IP (if applicable); and
- (b) where commercialisation of Intellectual Property arising out of the internal research requires access to the Project Outputs and/or Project IP, it may only use the Project Outputs and Project IP for the purposes of that commercialisation on terms agreed with Hort Innovation.
- Warranties in relation to Project IP**
- 16.7 The Research Provider warrants that:
- (a) to the best of its knowledge after making reasonable enquiries, the development, and the Dissemination or Commercialisation (or both), of the Project Outputs and the Project IP in accordance with this agreement will not infringe any other person's patent rights or plant breeder's rights; and
- (b) the development, and the Dissemination or Commercialisation (or both), of the Project Outputs and the Project IP in accordance with this agreement will not infringe any other person's Intellectual Property rights or

other rights (excluding patent rights and plant breeder's rights).

Moral Rights consents

16.8 The Research Provider grants to Hort Innovation, and will use its best endeavours to procure that its employees, students, agents, and Subcontractors, grant to Hort Innovation, written, unconditional and irrevocable consents to any act or omission that would otherwise infringe the Research Provider's or its employees', students', agents' or Subcontractors' Moral Rights in any Project Outputs or Project IP.

16.9 The Research Provider warrants that any use or adaptation of the Project Outputs and Project IP by Hort Innovation in accordance with this Agreement, including any Dissemination or Commercialisation of any Project Outputs or Project IP by Hort Innovation, will not infringe the right of attribution of authorship conferred on authors by the *Copyright Act 1968* (Cth).

17. DISSEMINATION

Application of clause

17.1 If the intended application of any Project Outputs and the corresponding Project IP identified in the Agreement Details is Dissemination, this clause 17 applies, and clause 18 does not apply, to those Project Outputs and the corresponding Project IP.

Dissemination by Hort Innovation

17.2 Hort Innovation may Disseminate the Project Outputs and Project IP in any manner it considers appropriate, including by way of publication on its website.

Licence to Research Provider

17.3 Unless otherwise agreed by the parties in writing or specified in the Project Plan, beginning on the date that is:

- (a) 3 months after Hort Innovation first Disseminates the Project Outputs and the Project IP, as applicable; or
- (b) 2 years after the completion of the Project, if Hort Innovation has not Disseminated the Project Outputs and the Project IP by that date,

Hort Innovation grants to the Research Provider a perpetual, non-exclusive, royalty-free sublicensable licence to use, adapt and Disseminate the Project Outputs and Project IP provided that the Research Provider:

- (c) uses reasonable endeavours to ensure that such use, adaptation and

Dissemination (as applicable) provides benefits to the Australian horticultural industry;

- (d) acknowledges the contribution to and support of the Project by Hort Innovation in accordance with clause 21; and
- (e) provides copies to Hort Innovation of all uses and adaptation's of the Project Outputs and Project IP.

17.4 If the Research Provider receives income as a result of using, adapting or Disseminating the Project Outputs or the Project IP pursuant to the licence granted under clause 17.3:

- (a) the Research Provider must promptly notify Hort Innovation; and
- (b) the parties will meet to negotiate in good faith the share of that income to be paid by the Research Provider to Hort Innovation.

Restrictions

17.5 In exercising its rights under this clause 17, the Research Provider must ensure that it does not do anything, or permit anything to be done, which is likely to be detrimental to Hort Innovation or to the Australian horticultural industry.

18. COMMERCIALISATION

Application of clause

18.1 If the intended application of any Project Outputs and the corresponding Project IP identified in the Agreement Details is Commercialisation, this clause 18 applies, and clause 17 does not apply, to those Project Outputs and the corresponding Project IP.

18.2 This clause 18 also applies to any Project Outputs falling within the scope of clause 16.2 and to the corresponding Project IP.

Commercialisation by the parties

18.3 The parties must not:

- (a) publish or publicly disclose any information relating to the Project Outputs or the Project IP without the other party's prior written consent; or
- (b) do any other act or thing which may compromise the value of the Project Outputs or the Project IP or the ability to obtain protection for the Project IP.

18.4 A party may only Commercialise the Project Outputs and Project IP on terms agreed in writing with the other party.

- 18.5 The parties must ensure that any Commercialisation of Project Outputs and/or Project IP, as applicable, provides benefit to the Australian horticultural industry.
- 18.6 If a party wishes to Commercialise the Project Outputs and/or the Project IP, the parties must, in good faith, meet to negotiate:
- (a) appropriate protection for the Project IP, including any registration required; and
 - (b) a plan for Commercialisation of the Project Outputs and/or the Project IP, as applicable, which must address:
 - (i) payment of the costs associated with any protection of Project IP;
 - (ii) any in-kind contributions to be provided by the Research Provider for the purposes of Commercialisation;
 - (iii) a means for determining the net proceeds of Commercialisation and the proportions in which such proceeds will be shared between the parties; and
 - (iv) any compensation payable in relation to any Pre-Existing IP incorporated into the Project Outputs and/or the Project IP, as contemplated by clause 15.7(b).
- Failure to reach agreement in relation to protection of Project IP**
- 18.7 If the parties are unable to agree about appropriate protection for Project IP within 2 months after seeking agreement under clause 18.6(a), a party may, at its cost, arrange appropriate protection of the relevant Project IP and is entitled to recover its costs of doing so from the proceeds of Commercialisation of the relevant Project Outputs and/or Project IP, before the net proceeds of Commercialisation are shared between the parties.
- Failure to reach agreement in relation to compensation for Pre-Existing IP**
- 18.8 If the parties are unable to reach agreement regarding the compensation payable in relation to any Pre-Existing IP incorporated into the Project Outputs and/or the Project IP within 30 days after the parties first meet to negotiate the plan for Commercialisation under clause 18.6(b), the issue must be referred to:
- (a) a person agreed by the parties; or
 - (b) if the parties do not agree on a person within 10 Business Days, then to a person who is:
 - (i) independent of the parties and appropriately qualified to make the determination; and
 - (ii) appointed at the request of either party by the President of the Licensing Executives Society of Australia and New Zealand or the President's nominee,
 (the **Expert**).
- 18.9 The parties agree to instruct the Expert that he or she:
- (a) acts as an expert and not as an arbitrator;
 - (b) is to make a determination in relation to the compensation to be paid to each party in respect of each item of Pre-Existing IP incorporated into the Project Outputs and/or the Project IP on Commercialisation of the Project Outputs and/or the Project IP, as applicable;
 - (c) may enquire into the issue for determination as he or she thinks fit;
 - (d) must give a written decision including reasons; and
 - (e) must endeavour to give that decision as soon as practicable but in any event no later than 15 Business Days after the matter is referred to him or her.
- 18.10 The parties may make submissions to the Expert and agree to give every assistance that the Expert requires.
- 18.11 The parties agree that any decision of the Expert will be conclusive, final and binding on the parties (except in the case of manifest error).
- 18.12 The parties must pay the costs of the determination as determined by the Expert.
- 19. INFRINGEMENT OF INTELLECTUAL PROPERTY**
- 19.1 Each party must:
- (a) take all reasonable steps to protect the other party's Pre-Existing IP (excluding applying for, maintaining, prosecuting or enforcing any form of Intellectual Property rights protection); and
 - (b) give the other party prompt notice of any actual or threatened infringement of that party's Pre-Existing IP, or any

Project IP, which comes to its attention.

20. CONFIDENTIALITY

Project to remain confidential

20.1 Without limiting the parties' obligations under this clause 20, and subject to any summaries of the Project that are required by Hort Innovation to be made publicly available, the parties must keep the existence and terms of the Project, and the terms of this agreement, confidential for the period of confidentiality specified in the Agreement Details.

Confidential Information

20.2 Each party must:

- (a) keep the Confidential Information of the other party confidential;
- (b) only disclose the Confidential Information of the other party to those of its related entities, officers and employees who need to know that information for the purposes of this agreement, and to its professional advisers; and
- (c) use the Confidential Information of the other party only for the purposes of, and as contemplated by, this agreement.

Exceptions

20.3 A party's obligations under clause 20.2 do not apply to any Confidential Information:

- (a) which the party can show was in its possession at the time of disclosure to it and was not acquired in breach of an obligation of confidence or under an obligation of confidence;
- (b) which is or comes to be in the public domain other than as a result of a breach of this agreement;
- (c) which was acquired from a third party, provided that it was not acquired by the third party unlawfully or in breach of an obligation of confidence; or
- (d) to the extent (and only to the extent) that the information is required by law to be disclosed.

20.4 The Research Provider's obligations under clause 20.2 do not apply to any Confidential Information which is disclosed by the Research Provider to Parliament, the Governor or Governor-General, Cabinet, a Parliamentary or Cabinet Sub-Committee, or the responsible Minister of the Research Provider and their advisers, (at a federal,

state or territory level).

21. PUBLICATION AND ACKNOWLEDGEMENTS

21.1 Subject to any contrary intention expressed in this agreement, including the operation of clause 17, neither party may publish or disclose any information relating to this agreement, the Project or its results without the prior written consent of the other party, such consent not to be unreasonably withheld.

21.2 The Research Provider must ensure that any:

- (a) publication or other disclosure of information by it which relates to the Project, including under the licence granted under clause 17.3;
- (b) use or adaption by it of the Reports under clause 14.3; and
- (c) Commercialisation of Project Outputs or Project IP conducted by the Research Provider,

acknowledges the contribution to and support of the Project by Hort Innovation in a manner acceptable to Hort Innovation and which complies with Hort Innovation's Corporate Style Guide. The Research Provider must provide copies to Hort Innovation of all uses and adaptations of the Project Outputs and Project IP.

22. INSURANCE

Government entities

22.1 The Research Provider is not subject to clauses 22.2 and 22.3 if it is a Commonwealth, State or Territory government department, agency or statutory entity and self-insures.

Insurance required

22.2 Subject to clause 22.1 or any alternative insurance requirements specified in the Agreement Details, the Research Provider must maintain for the Term and for a period of 7 years thereafter all appropriate insurances for the Project including:

- (a) adequate workers' compensation insurance as required by law;
- (b) public liability insurance in the amount of at least \$10 million for each claim;
- (c) insurance in respect of loss or damage to Assets in accordance with clause 11.3(a)(ii); and
- (d) where applicable given the nature of the Project, professional indemnity

insurance in the amount of at least \$5 million per claim that covers key activities to be undertaken by the Research Provider and its personnel in connection with the Project.

Documentation

- 22.3 The Research Provider must, on request by Hort Innovation, provide evidence of the currency of the insurance policies required under clause 22.2.

23. INDEMNITY AND LIABILITY

- 23.1 Each party (for the purposes of this clause 23.1, the **Indemnifying Party**) indemnifies the other party and that party's officers, employees, servants and agents (for the purposes of this clause 23.1, the **Indemnified Parties**) against all damages, losses, costs and expenses incurred by the Indemnified Parties arising out of or in connection with any:

- (a) breach by the Indemnifying Party of its warranties or obligations under this agreement; or
- (b) unlawful or negligent act or omission of the Indemnifying Party, its officers, employees, servants or agents, and (additionally in the case of the Research Provider), the Research Provider's students, the Project Leader, and all Subcontractors, in connection with this agreement,

except to the extent that the damages, losses, costs or expenses result from, or were contributed to by, an act or omission of the Indemnified Parties.

- 23.2 The Research Provider indemnifies Hort Innovation and Hort Innovation's officers, employees, servants and agents (for the purposes of this clause 23.2, the **Indemnified Parties**) against all damages, losses, costs and expenses incurred by the Indemnified Parties arising out of or in connection with any internal research or education activities conducted by the Research Provider in accordance with the licence granted under clause 16.6.
- 23.3 For the purposes of (and to the extent necessary for) allowing the Indemnified Parties as defined in clauses 23.1 and 23.2 to obtain the benefit under those clauses, each party enters into this agreement as agent for its officers, employees, servants and agents.
- 23.4 The indemnities referred to in clauses 23.1 and 23.2 will survive the expiration or termination of this agreement.

24. TERMINATION

Termination for convenience

- 24.1 Hort Innovation may in its discretion, at any time on 20 Business Days' notice to the Research Provider, terminate this agreement or reduce the scope of the Project for convenience.

- 24.2 If Hort Innovation terminates this agreement under clause 24.1, Hort Innovation is only liable to pay the Research Provider:

- (a) payments under clause 8 in respect of Milestones completed before the effective date of termination;
- (b) reasonable and unavoidable costs incurred by the Research Provider and directly attributable to the termination; and
- (c) any other expenses reasonably incurred by the Research Provider for the purposes of the Project before receipt by the Research Provider of the notice of termination,

provided that evidence satisfactory to Hort Innovation of the costs and expenses referred to in clauses 24.2(b) and (c) is provided to Hort Innovation in advance of such payments being made to the Research Provider.

- 24.3 Hort Innovation is not liable to pay compensation to the Research Provider under clauses 24.2(b) or (c) in an amount which would, in addition to any other amounts paid or due, or becoming due, to the Research Provider under this agreement, exceed the Total Hort Innovation Managed Funds shown in the Payment Schedule.

- 24.4 If the scope of the Project is reduced, Hort Innovation's liability to make payments under clause 8 reduces in accordance with the reduction in scope.

- 24.5 The Research Provider agrees that it is not entitled to compensation for loss of profits.

"Stop/Go" Milestones

- 24.6 If any of the Milestones in the Project Plan are designated as a "Stop/Go" decision point, Hort Innovation:

- (a) will conduct an evaluation of the Project when that Milestone is reached in accordance with clause 5; and
- (b) may terminate the Project by notice to the Research Provider if Hort Innovation makes a "Stop" decision.

- 24.7 If a "Stop/Go" decision point is referred to in the Project Plan, the Research Provider:
- (a) must provide all reasonable assistance to Hort Innovation in its evaluation of the Project referred to in clause 24.6(a);
 - (b) must not proceed with the Project after the "Stop/Go" decision point until Hort Innovation notifies it that Hort Innovation has made a "Go" decision to proceed with the Project after that point; and
 - (c) acknowledges that it is not entitled to payment for any work conducted in breach of clause 24.7(b).
- 24.8 If Hort Innovation exercises its right to terminate the Project at a "Stop/Go" decision point in accordance with clause 24.6, clauses 24.2, 24.3 and 24.5 apply.
- 24.9 The Research Provider must ensure that any subcontract it enters into in connection with the Project includes a clause that is functionally equivalent to clauses 24.1 to 24.9.
- Termination other than for convenience**
- 24.10 Either party may terminate this agreement immediately by notice to the other if the other party:
- (a) is unable to pay its debts as they fall due, or has a receiver, receiver and manager, administrator or liquidator or similar person 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 10 Business Days after receipt of a notice from the first party, to remedy any breach of this agreement (including a failure to meet a Milestone);
 - (c) breaches a material provision of this agreement which is not capable of remedy; or
 - (d) ceases to conduct its business.
- 24.11 Without limiting clause 24.10, Hort Innovation may terminate this agreement immediately by notice to the Research Provider if any of the following clauses applies: 4.6, 4.11(c), 4.12(c), 10.8, or 11.6.
- Consequences of termination or reduction in scope of Project**
- 24.12 On termination of this agreement for any reason or following receipt of a notice to reduce the scope of the Project, the Research Provider must:
- (a) immediately discontinue work on the Project or reduce the scope of the work as notified by Hort Innovation;
 - (b) do all things necessary to minimise the incurring of further costs or expenses in connection with this agreement and to minimise the loss resulting from the termination or reduction; and
 - (c) in the case of a reduction in scope of the Project, continue work on any part of the Project not affected by the reduction.
- 24.13 On expiration or earlier termination of this agreement:
- (a) each party must, subject to clause 15.6(b):
 - (i) cease all use of the other party's Pre-Existing IP; and
 - (ii) return or destroy all materials which contain or refer to the other party's Pre-Existing IP or Confidential Information;
 - (b) the Research Provider must provide the Final Statement of Receipt and Expenditure in accordance with clause 10.4; and
 - (c) in the case of termination, the Research Provider must:
 - (i) repay to Hort Innovation any Funds that have not been:
 - A. spent by the Research Provider in accordance with this agreement; or
 - B. legally committed for expenditure on the Project, within 10 Business Days after notification from Hort Innovation as to the Funds that are required to be repaid;
 - (ii) provide to Hort Innovation all Project Outputs and other deliverables in the possession or control of the Research Provider, whether complete or incomplete, in existence at the date of termination; and
 - (iii) provide to Hort Innovation a detailed written report, to the satisfaction of Hort Innovation, regarding the Project up to the date of termination together

- with all information in the possession or control of the Research Provider relating to Project Outputs and Project IP.
- 24.14 If Hort Innovation terminates this agreement under clause 24.10 or 24.11, Hort Innovation is not required to pay any outstanding amount of the Funds to the Research Provider.
- 24.15 Any termination of this agreement or reduction in scope of the Project will not affect the enforceability of any rights, liabilities or obligations accrued under this agreement before the effective date of termination or reduction.
- 25. FORCE MAJEURE**
- Event**
- 25.1 If a party (**Affected Party**) becomes unable, wholly or in part, by an event of Force Majeure to carry out an obligation placed on it under this agreement, the Affected Party must give to the other party prompt written notice of:
- (a) reasonable particulars of the Force Majeure; and
- (b) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.
- Effect**
- 25.2 Subject to compliance with clause 25.1, the relevant obligation, so far as it is affected by the Force Majeure, will be suspended during but no longer than the term of the Force Majeure.
- 25.3 The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible. The Affected Party is not required to settle any labour or other dispute creating the Force Majeure on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.
- 26. DISPUTE RESOLUTION**
- 26.1 The parties must, in respect of any dispute or difference whatsoever arising out of in connection with this agreement (**Dispute**), use all reasonable efforts in good faith to resolve the Dispute.
- 26.2 If the parties are unable to resolve the Dispute within 10 Business Days, then the party wishing to take the Dispute further must give the other party a notice of the Dispute setting out the nature and details of the Dispute (**Dispute Notice**).
- 26.3 Following the giving of a Dispute Notice, the Dispute must be referred to a mediator mutually selected by the parties (or, if the parties are unable to agree on a mediator within 5 Business Days, selected by the President of the Institute of Arbitrators & Mediators Australia) for a mediation to be conducted in accordance with The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.
- 26.4 If the Dispute is not resolved within 20 Business Days of the referral to mediation (or such other period as agreed by the parties in writing), any party may, if it wishes, commence legal proceedings.
- 26.5 Nothing in this clause prevents either party from seeking urgent relief.
- 27. GENERAL**
- Further acts and documents**
- 27.1 Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by the other party to give effect to this agreement.
- Amendment**
- 27.2 This agreement may only be amended by written agreement signed by the parties.
- Assignment**
- 27.3 The Research Provider may not assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of Hort Innovation.
- 27.4 Hort Innovation may assign, novate or otherwise transfer its rights and obligations under this agreement without the prior consent of the Research Provider to any research and development corporation which carries out functions and activities which are substantially the same as those carried out by Hort Innovation. Hort Innovation will provide notice to the Research Provider of any such assignment, novation or other transfer (which need not comply with clause 27.8).
- Consents under this agreement**
- 27.5 Unless this agreement expressly provides otherwise, Hort Innovation may give or withhold an approval or consent to be given under this agreement in its absolute discretion and subject to any conditions determined by it. Hort Innovation is not obliged to give its reasons for giving or withholding a consent or approval or for

giving a consent or approval subject to conditions.

No partnership or agency

- 27.6 This agreement does not constitute either party the agent of the other party or imply that the parties intend constituting a partnership, joint venture or other form of association in which one party may be liable for the acts or omissions of the other. No party has authority to bind the other.

Governing law

- 27.7 This agreement is governed by and must be construed according to the law applying in New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Notices

- 27.8 All notices under or in connection with this agreement must be in writing. A notice may be served by hand, by post, by email, or by facsimile, to the address of the recipient party as shown in the Agreement Details or such other address as may be notified by the party to the other from time to time.

Severability

- 27.9 If any part of this agreement is or becomes illegal, void or unenforceable, this will not invalidate or otherwise affect the remainder of this agreement.

Waiver

- 27.10 A waiver or consent given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party.

Counterparts and electronic signatures

- 27.11 This agreement may be executed in a number of counterparts which together will constitute the one instrument. A party may execute this agreement by signing any counterpart.

- 27.12 The Research Provider agrees that:

- (a) Hort Innovation may execute this agreement by applying the signature of its authorised representative to any counterpart electronically; and
- (b) it will not challenge the validity or enforceability of this agreement on the basis that the signature of Hort Innovation's authorised representative was applied electronically.

- 27.13 The Research Provider acknowledges that Hort Innovation will retain only an electronic version of this agreement executed by the parties.

Horticulture Innovation Australia

Project Code	MC16013
Project Title	Macadamia Gross Value of Production (GVP) analysis
Start Date	03/02/2017
End Date	15/07/2017
Portfolio	Industry Analysis
Fund	Macadamia
Business Name	Australian Bureau of Statistics
Trading Name	Australian Bureau of Statistics
Physical Address	ABS House 45 Benjamin Way, Belconnen ACT 2617
Public Liability Insurance	Comcover
Professional Indemnity Insurance	Comcover
Workcover Workers Liability Insurance	Comcare
ABN	26 331 428 522
Email	-
Telephone	1300 135 070
Mobile	-

Project Personnel (Add more rows for each team member)	
Project Name	Leader
	Lisa Wardlaw-Kelly
Position	Program Manager, Environment and Agriculture Branch
Email	lisa.wardlaw-kelly@abs.gov.au
Telephone	S47E, S47F
Mobile	S47E, S47F
Project Administrator Name	S47E, S47F
Position	Assistant Director, Accounts Development
Email	S47E, S47F @abs.gov.au
Telephone	S47E, S47F
Mobile	S47E, S47F
Name	S47E, S47F
Position	Assistant Director, ADI team leader
Email	S47E, S47F @abs.gov.au

Project Personnel <i>(Add more rows for each team member)</i>	
Name	S47E, S47F
Position	Lead analyst, ADI team
Email	S47E, S47F @abs.gov.au

Sub-Contracting <i>(Add more rows for each sub-contractor)</i>	
Resource Name	-
Company Name	-
Address	-
ABN	-

Confidentiality

Is the Project Confidential?	No
Reason	-
Start Date	-
End Date	-

Summary

Through this project the Australian Bureau of Statistics (ABS) will review the calculation of Gross value of production (GVP) of the macadamia industry, including data sources, methods and any related benchmarking information. The macadamia industry considers official ABS GVP statistics for their industry to be an underestimate. This project will test whether it is possible to substitute data from alternative sources for the purposes of calculating GVP. It is proposed to use the experience gained from reviewing alternate information sources for the macadamia industry to feed into a broader improvement program for agriculture statistics based on pre-existing data sources.

The project will be delivered by a small team of ABS personnel from the Environment and Agriculture Statistics Branch.

This project is a partnership between the ABS and Hort Innovation. It delivers on the Hort Innovation investment priority of 'Grow the horticulture value chain capacity'. It also complements a broader work program initiated by the ABS and the Department of Agriculture and Water Resources (DAWR) in response to recommendations of the National Agricultural Statistics Review (NASR).

The key intended outcome of the project is:
An improved novel mechanism for macadamia GVP estimation is identified by the ABS through collaboration with Hort Innovation and industry that leverages off existing supply chain dynamics to maximise data collection efficiencies and data accuracy.

Acceptance and application of the novel GVP estimation mechanism developed through this project is anticipated in future years by the ABS when developing their GVP estimates, at the discretion of the Australian Statistician or delegate.

Background

A core component of this program is an agricultural administrative data initiative which seeks to develop methods for broader use of administrative data sources within the agricultural statistical system. The initiative will examine legislative, privacy and commercial barriers to the use of data collected by governments and industry with the

objective of reducing survey burden on farmers and implementing a “collect once, use many times” approach. The initiative seeks to research and develop best-practice methods for integration of administrative data into the agricultural statistical system to ensure data quality standards are met, privacy and commercial concerns are addressed, and to maximise utility of the data. This initiative complements the ABS’ lead role in improving the re-use of key Australian Government administrative datasets to minimise regulatory burden on citizens and businesses. This project also integrates with the ABS’ work program that is aligned with the findings of the National Agriculture Statistics Review.

This project will test if it is possible to utilise data from alternative sources for the purposes of calculating Gross Value of Production (GVP) and other requirements for reporting on the Macadamia industry with the intent of:

- reducing survey burden
- maximising data utility
- improving the re-use of Australian Government and private administrative datasets.

Horticultural industries, including macadamias, often consider official ABS statistics to underestimate the size and value of their industry. The macadamia industry will act as pilot for the ABS to consider alternative data sources for the purposes of calculating GVP.

Methodology

The method will have four stages:

1. Collect and evaluate differences from alternative data sources for Macadamias.

This step will involve consultation with the macadamia industry and expertise across government on the sources of data that are available, with particular focus on the data holdings from Hort Innovation. Work conducted in parallel by the ABS (business as usual activities) with the project will examine other data sources and include these analyses where feasible. This step will also examine the methods for calculating Gross Value of Agricultural Production. The ABS will liaise with Hort Innovation to determine the industry stakeholders to be consulted. These will include the Australian Macadamia Society (AMS), macadamia processors and the Macadamia Strategic Industry Advisory Panel.

2. Compile Gross Value of Agricultural Production (GVP) using new data

This step will clean and compile data for the purposes of constructing an experimental GVP estimate to compare with existing data. The analysis team will evaluate and analyse differences, looking for real world comparisons to determine accuracy.

3. Construct final outputs

Summarise results of the project activities and analysis through an accompanying paper and summary excel data cube containing experimental GVP values and to compare the estimate from the original methodology. The additional dataset will retain an experimental status and serve to illustrate the outputs of the novel methodology developed through this project. The paper will consider how third party data sources can replace collected survey data and the quality that is needed in the new data series. Deliver results to Hort Innovation through a face to face meeting with select staff and executive to discuss learnings and next steps. Arrange for these estimates with be discussed and evaluated within the ABS subject matter expert group as a proposed change to estimation practices. Establish ongoing contact as necessary for data or expertise.

4. Evaluate and close project

Evaluate the project looking for, lessons learnt, processes that could be applied to other data sets and training material for the future. ABS will determine the feasibility of inclusion of the integration of the updated data into official datasets, for example the annual “Value of Agricultural Commodities Produced” publication (catalogue number 7503.0). Formally close project within the ABS following acceptance of Final Report.

Outputs (Deliverables)

- a. Experimental data on the Gross Value of Production by the Macadamia industry, discussion of statistical quality issues and comparisons with other data sources.

- b. Paper presenting the results of the review and recommendations for a way forward for measuring industry GVP.
- c. Presentation of the results and a question and answer session on the results Hort Innovation and invitees (macadamia industry representatives).

Outcomes

There are three likely outcomes for the project.

1. An improvement in the quantification of the macadamia industry GVP estimates in relation to the collection basis under Official Statistics.
2. A reduction in regulatory burden from macadamia farmers through the reuse of existing data.
3. Learnings that may be applicable to the revision of other horticulture industry GVP estimates by the ABS

ABS reserves the right to decide on the use of these data in official estimates.

Industry Adoption

The results of these projects will be made available to Horticulture Innovation Australia and further released for a broader audience in a paper on results from investigation of substituting third party data.

Ongoing incorporation of these data by the ABS may occur depending on the success of the project.

Monitoring and Evaluation (M&E)

The ABS uses in-house project management systems. These systems describe the process for planning, management and recording of achievement against milestones. These project management systems also allow for evaluation of outcomes that were intended by the project. The project will develop some key evaluation questions including effectiveness (to what extent has the project delivered an improvement in the quantification of GVP; to what extent has the project reduced the regulatory burden on growers); and appropriateness (how well have intended beneficiaries been engaged in the research process). Lessons learnt for other industries and potential use of third party data in official statistics will be considered.

IP Considerations

All aggregate data produced by the Australian Bureau of Statistics is under Creative Commons. All individuals and business data collected by the ABS are covered under the Census and Statistics Act 1905 and the Privacy Act 1988. The project will report on aggregated data; the details of individuals and businesses will be kept confidential. Maintaining the confidential details of processors is crucial to the success of this project.

Proposed Milestones Detailing Achievement Criteria and Deliverables

Table 1 – Milestone Details

Milestone Number	Due Date	Milestone Description	Achievement Criteria (Based on outputs and outcomes)	Total Amount \$
101	03 February 2017	Agreement Signed. IP Arrangements in place.	Agreement on project scope and deliverable dates.	S47, S47E
102	10 March 2017	Evaluate existing data sources and current methodology for Gross Value of	Discussion with Hort Innovation on progress and re-affirmation of project scope. Determination of	S47, S47E

		Production, source new data	macadamia industry stakeholders to engage with. Summary of existing data sources and current methodology.	
103	05 May 2017	Finalise evaluation of new data, incorporate into experimental estimates into Gross Value of Production	Report on project progress including experimental estimates of macadamia GVP. Discussion with Hort Innovation on results and confirm contents of outputs.	S47, S47E
190	15 July 2017	Final Report Received by Horticulture Innovation Australia and final Statement of Receipts and Expenditure received.	Final Report including delivery of paper and data (spreadsheet).	S47, S47E
Total Hort Innovation Project Funding				S47, S47E

*Proposed Fees
(Including Hourly/Daily Rates and Justification)*

Table 2 – In-kind Contributions

Item(s) (e.g. salary, field equipment, office supplies)	Budget Justification – In kind contribution	Total In-Kind Contribution \$
Staff services	ABS staff working in parallel with the project MC16013. Remainder of the APS 6/senior researchers salaries for the project plus management staff.	S47, S47E

Table 3 – Total Project Budget

Item(s) (e.g. salary, travel & accommodation, field trials, project management)	Budget Justification	Total Amount \$
	<i>Add additional rows as required.</i>	\$
Staff costs	Staff salaries (2 staff, 3 months elapsed time over the project, based on APS 6/senior researcher salaries),	S47, S47E
Travel	Processors visit – to macadamia growing regions	S47, S47E
Accommodation	Accommodation, technology overheads.	S47, S47E
Total Hort Innovation Project Funding \$¹		S47, S47E
Total In-Kind Contribution \$²		S47, S47E
Total Amount \$		S47, S47E

1. This figure should match Total Hort Innovation Project Funding identified in Table 1.

2. This figure should match Total In-Kind Contribution identified in Table 2.

<i>Referees</i>

None

Subcontractor Insurance Declaration

1. Subject to clause 6 of the agreement, the Research Provider may engage Subcontractors for the purposes of the agreement.
2. By signing below, the Research Provider acknowledges that its notification obligations under clause 6.4 of the agreement continue for the term of the agreement, and accordingly, that for each Subcontractor it proposes to engage after the date of the agreement, it will promptly provide Hort Innovation with the full name and ABN (and ACN, if a corporation) of the Subcontractor.
3. By signing below, the Research Provider declares in relation to any Subcontractors named in the Agreement Details, and any other Subcontractors engaged by it including after the date of this agreement, that it has and will:
 - (a) immediately notify Hort Innovation of the full name and ABN (and ACN, if a corporation) of each Subcontractor;
 - (b) verify that each Subcontractor has in place adequate insurance policies given the type and scope of work to be conducted by the relevant Subcontractor for the purposes of the agreement;
 - (c) cite or obtain copies of the certificates of currency for each insurance policy held by each Subcontractor; and
 - (d) inform each Subcontractor that its participation in the conduct of the Project may be publicly disclosed by Hort Innovation.

Signed for and on behalf of the Research

S47E, S47F

Signature of authorised officer

S47E, S47F

Full name of authorised officer (print)

S47E, S47F

Position

S47E, S47F

Signature of witness

S47E, S47F ASSISTANT DIRECTOR

Full name and position (print)

13/2/17

Date

Mandatory Response Table

Please provide the following information

Project Code	MC16013
Project Title	Macademia GVAP analysis
Start Date	7/11/2016
End Date	02/20/2017
Portfolio	Food and Beverages
Fund	
Business Name	Australian Bureau of Statistics
Trading Name	Australian Bureau of Statistics
Physical Address	ABS House 45 Benjamin Way, Belconnen ACT 2617
Public Liability Insurance	
Professional Indemnity Insurance	
Workcover Workers Liability Insurance	Comcare
ABN	26 331 428 522
Email	
Telephone	1300 135 070
Mobile	

Project Personnel <i>(Add more rows for each team member)</i>	
Project Leader Name	Lisa Wardlaw-Kelly
Position	Program Manager, Environment and Agriculture Branch
Email	lisa.wardlaw-kelly@abs.gov.au
Telephone	S47E, S47F
Mobile	S47E, S47F
Project Administrator Name	S47E, S47F
Position	Assistant Director, Accounts Development

Project Personnel <i>(Add more rows for each team member)</i>	
Email	S47E, S47F [redacted]@abs.gov.au
Telephone	S47E, S47F [redacted]
Mobile	S47E, S47F [redacted]
Name	S47E, S47F [redacted]
Position	Assistant Director, ADI team leader
Email	S47E, S47F [redacted]@abs.gov.au
Telephone	
Mobile	
Name	S47E, S47F [redacted]
Position	Lead analyst, ADI team
Email	S47E, S47F [redacted]@abs.gov.au
Telephone	
Mobile	

Sub-Contracting <i>(Add more rows for each sub-contractor)</i>	
Resource Name	
Company Name	
Address	
ABN	

Confidentiality

Is the Project Confidential?	Partial
Reason	Individuals details are kept confidential. Aggregate data will be made freely available
Start Date	
End Date	

Summary

The Australian Bureau of Statistics proposes to review the calculation of Gross value of production by the Macadamia industry including data sources, methods and any related benchmarking information. We propose to have a team of 2-3 people on this issue. We are proposing to use the experience gained from reviewing alternate sources of information to feed into a broader improvement program based on pre-existing data sources.

Background

A core component of this program is an agricultural administrative data initiative which seeks to develop methods for broader use of administrative data sources within the agricultural statistical system. The

initiative will examine legislative, privacy and commercial barriers to the use of data collected by governments and industry with the objective of reducing survey burden on farmers and implementing a “collect once, use many times” approach. The initiative seeks to research and develop best-practice methods for integration of administrative data into the agricultural statistical system to ensure data quality standards are met, privacy and commercial concerns are addressed, and to maximise utility of the data. This initiative complements the ABS’ lead role in improving the re-use of key Australian Government administrative datasets to minimise regulatory burden on citizens and businesses. This project also integrates with the ABS’ work program that is aligned with the findings of the National Agriculture Statistics review.

This RFP will test if it is possible to substitute data from alternative sources for the purposes of calculating Gross Value of Agricultural Production and other requirements for reporting on the Macadamia industry with the intent of:

- reducing survey burden
- maximising data utility
- improving the re-use of Australian Government and private administrative datasets.

Methodology

The methods for the RFP will have three stages:

Collect and evaluate differences from alternative data sources for Macadamias.

This step will involve consultation with Industry and expertise across government on the sources of data that are available, with particular focus on the data holdings from the HIA. Work conducted in parallel with the RFP will examine other data sources and include these analyses where feasible. This step will also examine the methods for calculating Gross Value of Agricultural Production.

Compile Gross Value of Agricultural Production using new data

This step will clean and compile data for the purposes of constructing an experimental GVAP to compare with existing data. Evaluate and analyse differences, looking for real world comparisons to determine accuracy.

Construct final outputs

Construct a paper on the results and construct spreadsheets as needed on the results of the analysis. Deliver results to HIA. Establish ongoing contact as necessary for data or expertise.

Evaluate and close project

Examining the project looking for, lessons learnt, processes that could be applied to other data sets and training material for the future. Formally close project within the ABS.

Outputs (Deliverables)

- a. Data cube on the Gross Value of Production by the Macadamia industry and comparisons with other data sources,
- b. Paper presenting the results of the review and recommendations for a way forward for measuring the industry.
- c. Presentation of the results and a question and answer session on the results to Horticultural Innovation Australia and invitees.

Outcomes

There are two likely outcomes for the project.

1. An improvement in the quantification of the macadamia industry in relation to how it is collected under Official Statistics.
2. A reduction in regulatory burden from macadamia farmers through the reuse of existing data.

ABS reserves the right to decide on the use of these data in official estimates.

Industry Adoption

The results of these projects will be made available to Horticulture Innovation Australia and further released for a broader audience in a paper on results from investigation of substituting third party data.

Ongoing incorporation of these data may occur depending on the success of the project.

Monitoring and Evaluation (M&E)

The ABS uses in-house project management systems. These systems describe the process for planning, management and recording of achievement against milestones. These project management systems also allow for evaluation of outcomes that were intended by the project

IP Considerations

All aggregate data produced by the Australian Bureau of Statistics is under Creative Commons. All individuals and business data collected by the ABS are covered under the Census and Statistics Act 1905 and the Privacy Act 1988.

Proposed Milestones Detailing Achievement Criteria and Deliverables

[For each milestone required enter in description, achievement criteria (this is tangible conditions/criteria which must be met), due date and budget, adding as many extra milestones as necessary – MS101 & MS190 are mandatory. Noting:

- First Milestone Number 101 will be paid when the Agreement has been executed by all parties, IP arrangements in place and any other criteria if applicable achieved;
- 20% of the budget is required on the last milestone (MS190 with the remaining 80% split across remaining milestones.)

Table 1 – Milestone Details

Milestone Number	Due Date	Milestone Description	Achievement Criteria (Based on outputs and outcomes)	Total Amount \$
101	December 2016	Agreement Signed. IP Arrangements in place.	Agreement on project scope and deliverable dates	\$47, \$47E
102	January 2016	Evaluate existing data sources and current methodology for Gross Value of Production, source new data	Discussion with HIA on progress and re-affirmation of project scope.	\$47, \$47E
103	March 2016	Finalise evaluation of new data,	Discussion with HIA on results and confirm contents	

		incorporate into experimental estimates into Gross Value of Production	of outputs	
190	15 July 2016	Final Report Received by Horticulture Innovation Australia and final Statement of Receipts and Expenditure received.	Delivery of paper and data (spreadsheet).	S47, S47E
Total Hort Innovation Project Funding				S47, S47E

*Proposed Fees
(Including Hourly/Daily Rates and Justification)*

Table 2 – In-kind Contributions

Item(s) (e.g. salary, field equipment, office supplies)	Budget Justification – In kind contribution	Total In-Kind Contribution \$
Staff services	Staff working in parallel with the RFP	S47, S47E

Table 3 – Total Project Budget

Item(s) (e.g. salary, travel & accommodation, field trials, project management)	Budget Justification	Total Amount \$
	<i>Add additional rows as required.</i>	\$
Staff costs	Staff salaries(2 staff, 3 months), accommodation	S47, S47E
Travel	Processors visit	S47, S47E
		\$
		\$
Total Hort Innovation Project Funding \$¹		S47, S47E
Total In-Kind Contribution \$²		S47, S47E

Total Amount \$	S47, S47E
------------------------	------------------

1. This figure should match Total Hort Innovation Project Funding identified in Table 1.
2. This figure should match Total In-Kind Contribution identified in Table 2.

<i>Referees</i>

None

S47E

S47E

S47E

S47E

S47E

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S47, S47E, S47G

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S47, S47E, S47G

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S47, S47G