



PARTICIPANTS AGREEMENT

ESTABLISHING THE FUTURE FARM INDUSTRIES COOPERATIVE RESEARCH CENTRE

TO BE MANAGED BY

FUTURE FARM INDUSTRIES CRC LIMITED

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Details

Date

16 August 2007

Parties

Name **Future Farm Industries CRC Limited**
ACN 125 594 765
Short form name **the Company**
Notice details M081, The University of Western Australia
35 Stirling Highway, Crawley, Western Australia 6009
Facsimile: 02 6488 2856
Attention: Kevin Goss

Name **Australian Wool Innovation Limited**
ABN 12 095 165 558
Short form name AWI
Notice details Level 5 16-20 Barrack St, Sydney, New South Wales
Facsimile: 02 9299 9880
Attention: Ian Rogan

Name **Charles Sturt University**
ABN 83 878 708 551
Short form name **CSU**
Notice details Panorama Avenue, Bathurst, NSW 2795
Facsimile: 02 6933 2800
Attention: Professor Paul Burnett, Pro Vice Chancellor (Research)

Name **Commonwealth Scientific and Industrial Research Organisation**
ABN 41 687 119 230
Short form name **CSIRO**
Notice details PO Box 225 Dickson ACT 2602
Facsimile: 02 6246 5062
Attention: Dr Rick Ede, CSIRO CRC Engagement Office

Name **State of Western Australia represented by the Director General of Agriculture**
ABN 18 951 343 745
Short form name DAFWA
Notice details 3 Baron Hay Court, South Perth, Western Australia
Facsimile: 08 9474 5974
Attention: Manager, Natural Resource Science

Name **The Conservation and Land Management Executive Body**, as established under section 36 of the *Conservation and Land Management Act 1984 (WA)*

ABN 38 052 249 024

Short form name **DEC**

Notice details 17 Dick Perry Avenue, Technology Park, Kensington, WA 6151
Facsimile: 08 9334 0498
Attention: Ken Wallace

Name **State of South Australia acting through the Department of Primary Industries and Resources trading as SARDI**

ABN 53 763 159 658

Short form name **SARDI**

Notice details 2B Hartley Grove, Waite Research Precinct, Urrbrae, SA, 5064
Facsimile: 08 8303 9403
Attention: Dr Rob Lewis, Executive Director

Name ~~**Agriculture Victoria Services Pty Ltd**~~ (which enters into this agreement as agent on behalf of the State of Victoria through its Department of Primary Industries) **The State of Victoria acting through the Department of Primary Industries**

ABN ~~23 006 598 198~~ **41 519 412 233**

Short form name ~~**AVS DPIV**~~

Notice details ~~475 Mickleham Road, Attwood, Victoria 3049~~ PO Box 3100, Bendigo Victoria 3554
Facsimile: 03 5430 4410
Attention: Rodney Luke

Name **State of South Australia acting through the Department of Water, Land and Biodiversity**

ABN 27 804 759 969

Short form name **DWLBC**

Notice details Level 1 Grenfell Centre, 25 Grenfell Street, Adelaide, SA 5000
GPO Box 2834, Adelaide, SA 5001
Facsimile: 08 8463 6820
Attention: Rob Freeman, Chief Executive

Name **NSW Department of Primary Industries for and on behalf of the State of New South Wales**

ABN 51 734 124 190

Short form name **NSWDPI**

Notice details NSW Primary Industries, 161 Kite St, Orange NSW 2800
Facsimile: 02 6391 3336
Attention: Rob Young (Director Resources Research)

Name **NSW Department of Environment and Climate Change for and on behalf of the State of New South Wales**
 ABN 30 841 387 271
 Short form name **NSWDECC**
 Notice details NSW Department of Environment and Climate Change
 23-33 Bridge Street
 Sydney NSW 2000
 Facsimile: 02 9228 6288
 Attention: Len Banks

Name **Grains Research and Development Corporation**
 ABN 55 611 223 291
 Short form name **GRDC**
 Notice details Grains Research and Development Corporation, Level 1, 40 Blackall Street, Barton,
 ACT 2600
 Facsimile: 02 6271 6430
 Attention: Peter Reading, Managing Director

Name **Landmark Operations Limited**
 ABN 73 008 743 217
 Short form name **Landmark**
 Notice details 380 La Trobe Street, Melbourne Victoria 3000
 Facsimile: 03 9670 0731
 Attention: Bruce Cairns

Name **Meat & Livestock Australia Limited**
 ABN 39 081 678 364
 Short form name **MLA**
 Notice details Level 1, 165 Walker Street, North Sydney, New South Wales
 Facsimile: 02 9463 9393
 Attention: Rob Banks

Name **The University of Adelaide**, a body corporate established pursuant to the provisions of
 the University of Adelaide Act 1971 (SA)
 ABN 61 249 878 937
 Short form name **UAdelaide**
 Notice details North Terrace, Adelaide, SA, 5005
 Facsimile: 08 8303 3700
 Attention: Simon Brennan

Name **The University of Melbourne**, a body politic and corporate established by the
Melbourne University Act 1958 (VIC),
 ABN 84 002 705 224
 Short form name **Uni Melbourne**
 Notice details Parkville, Melbourne, VIC 3010
 Facsimile: 03 9347 9326
 Attention: Deputy Vice-Chancellor (Research)

Name	University of Western Australia
ABN	37 882 817 280
Short form name	UWA
Notice details	35 Stirling Highway Crawley WA 6009 Facsimile: 08 6488 1013 Attention: Deputy Vice-Chancellor (Research & Innovation)

Background

- A The Commonwealth of Australia, by the provision of financial assistance under a programme known as the Cooperative Research Centres Programme, wishes to enhance scientific and technological capabilities and support linkages between researchers, and between researchers and users of the research.
- B The objective of the Cooperative Research Centres Programme is to enhance Australia's industrial, commercial and economic growth through the development of sustained, user-driven, co-operative public-private research centres that achieve high levels of outcomes in adoption and commercialisation.
- C The Parties wish to establish a research collaboration to be known by the name set out in item 1 of the Centre Details (**Centre**).
- D The Centre will be operated by the Company.
- E Contemporaneously with this agreement, the Company will enter an agreement with the Commonwealth by which the Company will be partially funded by the Commonwealth (under the Cooperative Research Centres Programme) to contribute toward the operation of the Centre.
- F As a necessary precondition of the Commonwealth funding arrangement described in paragraph E, the Parties have agreed between themselves that the Activities are to be regulated on the terms and conditions set out in this agreement.

Agreed terms

Part A Introduction

1. Defined terms and interpretation

1.1 Definitions

In this agreement:

Act means any Act or Ordinance passed by a Parliament of the Commonwealth or of a State or Territory in Australia.

Activities means the activities set out in Schedule 2, and includes the Projects.

Activity Payment has the meaning set out in clause 9.1.

Annual Budget means the annual budget for the Centre prepared and approved under clause 9.1.

Applicable Jurisdiction means the jurisdiction specified in item 9 of the Centre Details.

Asset means an item of real or personal property, including a Capital Item, but does not include Intellectual Property.

Background IP means, in relation to a Project:

- (a) the Intellectual Property specified in the Project Details that a Project Party has agreed to contribute as Background IP to the Project; and
- (b) any other Intellectual Property that the Project Party has offered to contribute as Background IP for the Project and has been agreed in writing by all Project Parties as being accepted as Background IP for the Project,

and, for the avoidance of doubt, does not include any Centre IP.

Budget means the budget in Schedule 4.

Business Day means, in relation to the doing of any action in a place, a weekday other than a public holiday or bank holiday in that place.

Business Hours means from 9.00am to 5.00pm on any Business Day.

Capital Item means an Asset of a durable nature, the purchase price of which exceeds \$20,000.

Centre means the research collaboration operated by the Company referred to in paragraph C of the Background.

Centre Account has the same meaning as 'Account' in the Commonwealth Agreement.

Centre Confidential Information means Confidential Information generated as a result of the Activities.

Centre Details means the details specified in Schedule 1.

Centre Field means the field of research specified in item 3 of the Centre Details.

Centre Funds means the money comprised in the Centre Account including the cash Contributions (including the Commonwealth Funding), cash contributions to the Centre received from third parties and interest on the Centre Account, but not including any proceeds derived from the Commercialisation of Intellectual Property.

Centre IP means Intellectual Property arising in the course of carrying out the Activities, including Projects, but excludes Background IP.

Centre Objectives means the objectives of the Participants for the Centre as set out in clause 5.1.

Centre Resources means the non-cash resources made available for use by the Parties in carrying out the Activities, including the non-cash Contributions and any non-cash resources procured from third parties.

Commencement Date means the date specified in item 2 of the Centre Details.

Commercialisation Expenses means relevant expenses incurred by the Company in carrying out Commercialisation of Centre IP (not including costs attributed to time spent by its employees) including:

- (a) government fees, taxes (other than income and withholding taxes), duties, charges or imposts paid or payable in relation to Commercialisation Income;
- (b) costs of registering or otherwise protecting the Centre IP, including patent attorney fees;
- (c) legal expenses incurred in relation to Commercialising Centre IP;
- (d) relevant travel, insurance, packaging or transportation costs;
- (e) costs of seeking licensees of the Centre IP or other Parties to be involved in Commercialisation of Centre IP; and
- (f) and any other reasonable out-of-pocket expenses incurred by the Company in carrying out Commercialisation of Centre IP.

Commercialisation Income means all royalties, licence fees, and other monetary proceeds (including monetary proceeds from the use or disposal of any non-monetary assets) from Commercialisation of Centre IP received by the Company.

Commercialisation Plan means, with respect to particular Centre IP, a plan specifying the general approach to be adopted by the Company with respect to commercialisation of that Centre IP, subject to any obligations of confidentiality owed to third parties, including:

- (a) objectives and strategies;
- (b) target markets;

- (c) resources to be utilised;
- (d) risks and risk management strategies, and
- (e) if applicable, the criteria that the Company proposed to consider in selecting a licensee.

Commercialise, in relation to Intellectual Property, means to:

- (a) manufacture, sell, hire or otherwise exploit a product or process, that uses or incorporates part or all of that Intellectual Property; or
- (b) provide a service, incorporating that Intellectual Property (other than delivering education programs); or
- (c) license any third party to do any of those things; or
- (d) otherwise license or assign the Intellectual Property,

regardless of whether any revenue is generated or intended to be generated.

Commonwealth means the Commonwealth of Australia.

Commonwealth Agreement means the agreement referred to in paragraph E of the Background.

Commonwealth Confidential Information has the same meaning as in the Commonwealth Agreement.

Commonwealth Funding means the financial assistance to be provided by the Commonwealth to the Company under the Commonwealth Agreement for expenditure on the Activities.

Company means the name of the company as specified in item 1 of Schedule 1.

Confidential Information means all information that is not in the public domain that is by its nature confidential or that has been designated as confidential by the disclosing Party, and includes all trade secrets, know-how, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written, or oral, visible or invisible).

Constitution means the constitution of the Company.

Contract Material has the same meaning as in the Commonwealth Agreement.

Contribution, in relation to a Party, means all of the money, Assets, Specified Personnel, facilities and services to be contributed by the Party to the Centre, as set out in the Budget, but does not include any Intellectual Property.

Corporations Act means the *Corporations Act 2001* (Cth).

CRC Indicia has the same meaning as in the Commonwealth Agreement.

CRC Programme means the programme referred to in paragraph A of the Background.

CRC Programme Objective means the objective listed in paragraph B of the Background.

Criminal Code means the Criminal Code Act 1995 (Cth).

Deliverables means the required deliverables for a Project as described in the Project Plan.

Draft Commercialisation Plan means a draft version of a Commercialisation Plan.

Emergency Purposes means purposes in response to an emergency affecting human, animal or plant health or safety including but not limited to a disease outbreak.

Financial Year has the same meaning as in the Commonwealth Agreement.

Funding Period has the same meaning as in the Commonwealth Agreement.

Governing Board means the board of directors of the Company.

Head of Expenditure has the same meaning as in the Commonwealth Agreement.

Improvements means a modification, enhancement or improvement of Centre IP such that the improved Centre IP cannot be used without infringing the Intellectual Property rights in the underlying Centre IP.

Initial Projects means the Projects that are specified in item 8 of the Centre Details.

Intellectual Property or **IP** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include Moral Rights or rights of performers.

Milestones means the milestones for a Project as set out in the Project Plan.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Net Commercialisation Income means Commercialisation Income for a period in relation to particular Centre IP less payments or reimbursements of Commercialisation Expenses pursuant to clause 23.10 for that period for that Centre IP.

Objective of the CRC Programme has the same meaning as in the Commonwealth Agreement.

Participants means those persons or bodies (other than the Company) who are parties to this agreement.

Participants Meeting means the meeting referred to in clause 16.1

Participating Shares means a Participant's interest in the Centre IP and the Net Commercialisation Income as specified in the Centre Details and as calculated and varied from time to time in accordance with clause 22.2.

Party means a party to this agreement.

Party Confidential Information means any Confidential Information of a Party, not including Centre Confidential Information:

- (a) treated by that Party as confidential; and
- (b) disclosed by that Party to another Party, or of which another Party becomes aware, whether before or after the date of this agreement.

Personal Information has the same meaning as in the Commonwealth Agreement.

Project means a discrete, time-bounded research, training or Commercialisation activity or series of activities to be carried out under clause 16 by some or all of the Parties or third parties and that has been recognised as a 'Project' by the Company agreeing to Project Details (being a Third Party Project Agreement in the case of third party participation) in accordance with this agreement.

Project Budget means the budget for a Project as set out in the Project Plan including any variations to that budget as agreed by the Project Parties in writing.

Project Commencement Date means the date on which a Project is to commence as set out in the Project Plan.

Project Completion Date means the date on which a Project is to be completed as set out in the Project Plan.

Project Confidential Information means confidential information generated as a result of a Project.

Project Contribution means a Contribution to a Project to be contributed by a Party as set out and agreed in the applicable Project Details.

Project Details means the details applicable for a Project as agreed in writing by all Project Parties, including the issues contained in Schedule 3, as amended by the Project Parties. In the case of a Project including one or more third parties as Project Participants, the Project Details means the details contained in the respective Third Party Project Agreement.

Project Funds means the money to be paid to the Responsible Participants, for conducting the Project and may include the Commonwealth Funds received by the Company.

Project Leader means the person appointed under clause 16 to act as a leader of a Project.

Project Objectives means the objectives for a Project as set out in the Project Plan.

Project Participants means, with respect to a Project, the Project Parties other than the Company.

Project Parties means the participants in a Project including the Company.

Project Plan means the plan for carrying out a Project as set out in the Project Details including any variations to that plan as agreed by the Project Parties in writing.

Quarter means a three month period ending on 31 March, 30 June, 30 September or 31 December during the term of this agreement.

Responsible Participants mean, with respect to a Project, the Project Participants specified in the Project Details who are responsible for carrying out specified research, education, training or Commercialisation under the Project.

Rules means any and all of the following:

- (a) a Party's constitution or articles of association;
- (b) any Written Law to which a Party is subject, whether a written law of any State or Territory or Commonwealth, including any Party's enabling enactment; and
- (c) any statement of Government Policy or procedure to which the relevant Party is subject or any order, instrument, rule, direction or notice not having legislative effect

Special Majority Issues means the issues so described listed in item 5 of the Centre Details.

Specified Division means, in relation to a Responsible Participant, the division, department or faculty of that Responsible Participant specified in the Project Details.

Specified Personnel means the personnel of a Party allocated to the Centre or to a Project as part of that Party's Contribution.

Statutory Authority means a body corporate established by or under the authority of legislation of a Parliament of the Commonwealth or of a State or Territory in Australia.

Subsidiary Legislation means any proclamation, regulation, rule, local law, by-law, order, notice, rule of court, local or region planning scheme, resolution, or other instrument, made under any Written Law and having legislative effect.

Supporting Participant means a person who enters into an agreement with the Company and is so designated.

Term means the term of this agreement ascertained in accordance with clause 2.

Third Party Project Agreement means an agreement between the Company and one or more third parties (and possibly also one or more Participants) setting out the terms upon which a Project will be funded and conducted.

Unanimous Participant Issues means the issues so described listed in item 4 of the Centre Details.

Valuation Principles means the principles specified in item 10 of the Centre Details for valuation of non-cash Contributions to Projects.

Written Law means all Acts for the time being in force and all Subsidiary Legislation for the time being in force.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to 'A\$', '\$A', 'dollar' or '\$' is to Australian currency;
- (f) a reference to a Party to a document (including this agreement) includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency, Statutory Authority or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this agreement or any part of it;
- (k) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (l) headings are for ease of reference only and do not effect interpretation.

2. Term of this agreement

2.1 Condition precedent

Nothing in this agreement will have any force or effect until:

- (a) the Company is formed; and
- (b) the Commonwealth Agreement is executed by the Company and the Commonwealth.

To the extent that the fulfilment of these conditions require or would be assisted by conduct of a Party, that Party must use all reasonable efforts to ensure that the condition is fulfilled.

2.2 Term

This agreement will commence on the later of the Commencement Date or the fulfilment of the conditions precedent specified in clause 2.1 and will remain in force until one of the following occurs:

- (a) the Parties by unanimous written agreement terminate this agreement;
- (b) following the retirement or expulsion of a Party under clause 30, only one Party remains as a party to this agreement;
- (c) the Commonwealth Agreement is terminated pursuant to the terms of that agreement;
- (d) the Funding Period expires; or
- (e) the Company fails to receive the Commonwealth Funding or an instalment of the Commonwealth Funding other than through a temporary or unintended failure.

2.3 Extension of Term

Notwithstanding the occurrence of one or more of the events in clause 2.1 (other than in clause 2.2 (a) and (b)), the Parties may by written agreement determine that this agreement will continue upon the terms specified in that written agreement.

2.4 Review

The Parties will conduct a review during the sixth year after the Commencement Date to consider the operation of the Centre following the expiry of the Commonwealth Agreement, including whether this agreement should be terminated, whether the Company should be wound up following the completion of all obligations of the Company under the Commonwealth Agreement and any other matters requiring resolution at that point.

3. Relationship to other agreements

3.1 Relationship to the Commonwealth Agreement

Nothing in this agreement will reduce or otherwise affect the obligations of the Company under the Commonwealth Agreement. In the event of any inconsistency between this agreement and the Commonwealth Agreement:

- (a) the Commonwealth Agreement will prevail to the extent of any inconsistency if such inconsistency would mean that the Company would be in breach of its obligations under the Commonwealth Agreement; and
- (b) otherwise this agreement shall prevail.

3.2 Company authority to vary the Commonwealth Agreement

The Company must not vary any provision of the Commonwealth Agreement unless there is a resolution passed by, or written consent given by Participants who would together hold more than 75% of the Participating Share.

3.3 Constitution

- (a) The Company warrants that a true copy of its Constitution as at the date of this agreement is attached to this agreement and marked "A".
- (b) In the event of any inconsistency between this agreement and the Constitution this agreement will prevail and the Parties will use their reasonable efforts to remove the inconsistency from the Constitution.

3.4 Relationship to the Project Details

In the event of any inconsistency between this agreement and the Project Details, this agreement will prevail and the Parties will use their reasonable efforts to remove the inconsistency from the Project Details, subject in the case of a Third Party Project Agreement to any necessary consent of third parties to the Third Party Project Agreement.

Part B The Company

4. The Company

4.1 Role of Company

The Company will operate the Centre in accordance with the Commonwealth Agreement, this agreement and the Constitution. The Company will be responsible for the overall management and governance of the Centre.

4.2 Company objects and powers

The objects of the Company will correspond with the Centre Objectives. The Company will only exercise its powers to carry out such objects and do things that are incidental or convenient to such exercise of powers.

4.3 Company Constitution

The Constitution may only be amended by a resolution of the members of the Company in accordance with the Corporations Act.

4.4 Management of the Company

The Company will be managed by the Governing Board in accordance with the Constitution and this agreement.

4.5 Membership of Company

- (a) The Participants are either members of the Company, or entitled to become members of the Company, in accordance with the Constitution.
- (b) A Participant may, instead of being a member of the Company itself, nominate in writing another person that is a controlled entity of that Participant to be a member of the Company.
- (c) If:
 - (i) a Participant nominates in writing another person that is a controlled entity of that Participant to be a member of the Company, and
 - (ii) that person is a member of the Company
 that Participant cannot be admitted to membership of the Company whilst that person nominated by that Participant is a member of the Company.
- (d) Subject to paragraphs (b) and (c), the Company and the Participants agree to promptly admit as a member of the Company
 - (i) any Participant that is not a member but has requested to be admitted, or
 - (ii) a person nominated by a Participant to be a member of the Company in accordance with paragraphs (c) and (d).

4.6 Special majority approval of Participants

- (a) The Company must not do, or commit to do, any of the Special Majority Issues without a resolution passed by, or written consent given by Participants who would together hold more than 75% of the Participating Shares.
- (b) Until the first calculation of Participating Shares, the number of votes that each Participant may cast in a resolution pursuant to paragraph (a) shall be that number referred to in item 5 of Schedule 1.

4.7 Unanimous approval of Participants

The Company must not do, or commit to do, any of the Unanimous Participant Issues without a resolution passed by, or written consent given by all Participants.

4.8 Other consents required

Clauses 4.6 and 4.7 do not limit or prevail over any other consent or approval required under the Corporations Act, the Commonwealth Agreement or the Constitution.

Part C General principles

5. Centre Objectives

5.1 Objectives

The objectives of the Centre are:

- (a) to operate and manage a cooperative research centre in the Centre Field with the capability of pursuing world class research and training relevant to the Centre Field;
- (b) to focus on the development of profitable perennial vegetation for Australian landscapes, with key strategies being to develop perennial plant technologies that:
 - (i) increase productivity growth in existing agricultural industries;
 - (ii) develop new regional industries through investment in woody crop production on farms; and
 - (iii) mitigate risk for industry through policies and strategies that significantly improve management of natural resources, particularly biodiversity and water resources;
- (c) to ensure that the Parties with their differing disciplines and background will, through their participation in the Centre, add value to each other so that the performance of the Centre will be greater than that of each Party acting independently;
- (d) to increase the skills of persons already working in the Centre Field and to train and equip new postgraduate and other students with skills and attributes to continue being productive in the Centre Field;
- (e) to promote a managed and cooperative approach to research and education in the Centre Field so as to maximise the benefits from that research and education;
- (f) to carry out education activities in the Centre Field for students and for the professional development of persons working in the Centre Field;
- (g) to promote the CRC Programme Objective; and
- (h) to Commercialise Centre IP in such a manner as to ensure that the maximum benefit accrues to Australia, including Australian industry, the Australian environment and the Australian economy generally.

5.2 Interpretation

In the interpretation of a provision of this agreement, a construction that would promote the Centre Objectives will be preferred to a construction that would not promote the Centre Objectives.

6. Major promises

6.1 Mutual promises

Subject to clause 6.3 each Party agrees:

- (a) to diligently conduct its part of the Activities and observe and perform its respective obligations and commitments set out in this agreement and the Constitution;
- (b) to carry out its part of the Activities to a high standard, and in doing so, actively promote both the Centre Objectives and the CRC Programme Objective and raise the profile of the CRC Programme;
- (c) to provide its Contributions to the Centre in accordance with the terms of this agreement and Project Details to which it is a party (including Third Party Project Agreements);

- (d) to apply the Centre Funds and Centre Resources only for the purpose of carrying out the Activities in accordance with this agreement and Project Details to which it is a party (including Third Party Project Agreements);
- (e) not unreasonably delay any action, approval, direction, determination or decision which is required of it in relation to the Centre;
- (f) use reasonable efforts to ensure that its directors, officers, employees, agents, contractors, students and other representatives involved in any way with the Centre give full force and effect to the provisions of this agreement including the other provisions of this clause 6;
- (g) that all Activities will be carried out by or through the Company; and
- (h) to act reasonably and in good faith in performing its obligations under this agreement.

6.2 Participant promises

Without limiting any other obligation of a Party under this agreement subject to clause 6.3, each Participant agrees to:

- (a) cooperate with and provide to the Company any information about its Contributions and Activities reasonably required by the Company;
- (b) cooperate with the Company and provide information necessary to enable the Company to fulfil its obligations to the Commonwealth in accordance with clause 15 of the Commonwealth Agreement; and
- (c) cooperate with the Company in relation to the Company's obligations under clause 16 of the Commonwealth Agreement to commission and report on any review, audit, evaluation or survey under that clause.

6.3 Consistent with Rules

Nothing in this agreement obliges a Party to make a Contribution nor to do any other act or thing if to do so would be contrary to its Rules.

7. Relationship of the Parties

7.1 General

The Parties agree that:

- (a) the rights, duties, obligations and liabilities of the Parties in relation to the Centre shall in every case, be several and not joint or joint and several;
- (b) in relation to the Activities, they do not carry on business in common with a view to joint profit and do not receive income jointly;
- (c) except for the trust described in clause 22.1, nothing contained in this agreement constitutes any of them as agent, partner or trustee of any other of them, or creates any agency, partnership or trust for any purpose whatsoever; and
- (d) except as otherwise specifically provided in this agreement, a Party does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Party.

7.2 Variation Agent

Each Participant other than those specified in item 6 of the Centre Details authorises the Company to negotiate and sign for and on its behalf documents that have the purpose of admitting new parties to this agreement.

Part D Centre resources

8. Contributions

8.1 Obligation

- (a) Subject to paragraph (c), each Participant agrees to pay to the Company the cash component of its respective Contributions for the purpose of pursuing the Activities and to apply to the Activities the non-cash component of its respective Contributions, as specified in this agreement and any relevant Project Details (including any Third Party Project Agreement).
- (b) Subject to paragraph (c), any cash Contribution not paid by a Participant in accordance with this agreement is to be treated as a debt due to the Company and payable upon demand.
- (c) The Contributions of GRDC, MLA, and AWI are to be made by them subject to them respectively agreeing to enter into Project Agreements by which those Contributions are to be made, which Project Agreements must be consistent with their respective strategies for the commitment of those Contributions.

8.2 Timing

Each Participant must pay to the Company the cash component of its respective annual Contributions (other than Project Contributions) by equal quarterly instalments in advance.

8.3 Achieve best advantage

The Parties acknowledge that the Company and its management will enter into negotiations with Participants in good faith on the manner of making Project Contributions and the selection and terms of Projects (consistent with this agreement) to be conducted by the Participants to carry out the Activities to best advantage, and to meet the Centre Objectives in clause 5 to best advantage.

9. Budgeting

9.1 Annual Budget

Prior to the commencement of each Financial Year, the Company shall prepare an Annual Budget conforming to the Budget and setting out the financial requirements for the carrying out of the Activities for that year, including:

- (a) each Party's Contribution for the year (including cash and non-cash components);
- (b) cash and non-cash Contributions to the Centre to be procured from third parties;
- (c) the allocation of Centre Funds and Centre Resources to Projects and other Activities;
- (d) the allocation of Centre Funds and Centre Resources to Heads of Expenditure;
- (e) the portion of the Centre Funds (**Activity Payment**) and the Centre Resources to be made available, for the purpose of carrying out the Activities, to:
 - (i) each Participant; and
 - (ii) any third parties;
- (f) the portion of the Centre Funds and the Centre Resources to be used by the Company for the purpose of carrying out the Activities; and
- (g) the proposed allocation of Centre Funds to be paid to the Company for its operating expenses in accordance with clause 12.1(h).

9.2 Circulation of Annual Budget

The Company must provide a copy of each Annual Budget to all Participants promptly after the Annual Budget is approved by the Governing Board.

9.3 Forward forecasts

At the time of preparing the Annual Budget, the Company shall also prepare indicative budget forecasts for the two Financial Years following the Financial Year to which the Annual Budget relates.

10. Specified Personnel

10.1 Make available

Each Party agrees to make its Specified Personnel available for the operation of the Centre or the respective Project (as the case may be).

10.2 Terms of employment

Specified Personnel of each Participant will remain subject to the terms and conditions of employment of that Participant and will be replaced on reasonable request by the Company in accordance with clause 18 of the Commonwealth Agreement.

10.3 Centre IP

Each Party must procure that Centre IP created by any of its Specified Personnel will be owned and dealt with according to the provisions of this agreement.

10.4 Withdrawal

- (a) Subject to paragraph (c) a Participant may withdraw any of its Specified Personnel upon 90 days' notice to the Company provided it provides replacements for such personnel who are reasonably acceptable to the Company.
- (b) The Company may withdraw any of its Specified Personnel upon 90 days' notice to the Participants provided it provides replacements for such personnel who are reasonably acceptable to the Project Participants affected.
- (c) Where a Party is unable to provide 90 days' notice (for example due to sudden resignation of a Specified Person) it must give the maximum amount of notice available in the circumstances.
- (d) If a Participant is unable to replace its Specified Personnel, the Company's only remedy against that Participant, if it chooses to exercise it, is to expel the Participant from any relevant Project where its relevant Specified Personnel should have participated in accordance with clause 19.2.

11. Assets

11.1 Application of clause

This clause 11 applies to an Asset:

- (a) included as a part of a Contribution by a Participant to the Activities;
- (b) acquired by a Participant in whole or in part from the Activity Payment made to that Participant;
- (c) acquired by the Company from the Centre Funds; or
- (d) forming part of the Centre Resources made available to a Participant for the purposes of carrying out the Activities.

11.2 Acquisition of Assets

The Participants must only use the Commonwealth Funding for Capital Item expenditure that is specified in item 11 of Schedule 1).

11.3 Ownership

Unless otherwise agreed between the Parties, an Asset will remain vested in the Party having title to the Asset (**Asset Owner**).

11.4 Obligations of Asset Owner

For the term of this agreement, the Asset Owner:

- (a) must make the Asset available for use by the Company or any Project Party as and when required;
- (b) must not deal with the Asset if to do so would hinder its obligations in this agreement in relation to that Asset, unless that Asset is replaced with a comparable Asset; and
- (c) is responsible for insurance, maintenance and, if required, repair and replacement of the Asset, and any other costs and liabilities associated with the Asset.

11.5 Costs

The Company will treat the reasonable costs mentioned in clause 11.4(c), as an additional Contribution by the Asset Owner.

Part E Centre accounting and reporting**12. Financial management****12.1 Company obligations**

The Company shall:

- (a) establish and operate the Centre Account;
- (b) pay the Commonwealth Funding into the Centre Account;
- (c) liaise with, report to and meet any other accounting and financial requirements of the Commonwealth under the Commonwealth Agreement, in order to secure instalments of the Commonwealth Funding in a timely fashion;
- (d) seek and accept from each Participant the cash component of its Contribution;
- (e) seek and accept any money to be procured from third parties contributing to the Activities;
- (f) pay the amounts received under clause 12.1(d) and (e) into the Centre Account;
- (g) draw on the Centre Account to make Activity Payments; and
- (h) draw on the Centre Account to meet the operating costs of the Company, including:
 - (i) the costs associated with the protection of Centre IP as described in clause 22.11;
 - (ii) the costs associated with Commercialising Centre IP, including legal and other professional fees; and
 - (iii) the costs of remuneration of the Governing Board, the Company's chief executive officer and the Company's other employees.

12.2 Company not agent

Except as expressly permitted under clause 7.2, the Company shall not be taken to be an agent for any of the Participants.

12.3 No authority

Nothing in this agreement shall be taken to in any way authorise or permit the Company or a Participant to incur any liabilities or undertake any obligations on behalf of, or in the names of, any of the other Participants except as specifically authorised in this agreement or, in the case of the respective Project Participants, any Project Details to which it is a party (including any Third Party Project Agreement).

13. Accounting**13.1 Participant accounts**

Each Participant shall be responsible for keeping separate financial accounts which shall record:

- (a) the cash component of its Contribution;
- (b) the Activity Payments made to it by the Company;
- (c) all expenditure incurred by the Participant from its Activity Payments in carrying out the Activities; and
- (d) any royalties or licence fees paid to it by the Company.

13.2 Company accounts

The Company shall keep separate financial accounts which shall record:

- (a) receipt of the Commonwealth's payments of the Commonwealth Funding to the Company;
- (b) the cash component of each Participant's Contribution received;
- (c) the cash component received from third parties contributing to the Activities;
- (d) the Company's payments of Centre Funds to the Participants and third parties;
- (e) withdrawals from the Centre Account under clause 12.1(h);
- (f) Commercialisation Income and Commercialisation Expenses; and
- (g) any other income of or expenditure by the Company.

13.3 Provision of information by Participants

Each Participant must provide to the Company, within 14 days of a written request from the Company:

- (a) all necessary information from the accounts referred to in clause 13.1 or (if applicable to the Participant) clause 18.5, for the Company to:
 - (i) comply with the financial reporting requirements contained in the Commonwealth Agreement;
 - (ii) report to the Participants as required under this agreement; or
 - (iii) conduct its operations in accordance with best practice principles of governance; and
- (b) any other information reasonably requested by the Company relating to the Projects and any other Activities involving the Participant including that required to meet the reporting and monitoring requirements in clauses 15 and 16 of the Commonwealth Agreement.

13.4 Accounting for non-cash Contributions

Each Participant is responsible for keeping separate documentation that records each non-cash Contribution and it must provide such documentation to the Company if reasonably requested to do so by the Company.

14. Reporting by Company

14.1 Reporting on Activities

The Company must, within 90 days of the end of each Financial Year, provide a written report to each Participant on the Activities conducted in that Financial Year, including information regarding:

- (a) entry into Projects and major agreements;
- (b) progress in relation to the Centre's strategic plan and operational plan;
- (c) likely or actual achievement of any Milestones and Deliverables that are material to the fulfilment of the Centre Objectives;
- (d) progress on research and development activities, including all Projects; and
- (e) progress on Commercialisation of Centre IP.

14.2 Quarterly reports

Without limitation to its obligations under the Corporations Act, the Company must within 30 days of the end of each Quarter, provide a written report to each Participant on the financial position of the Company and the Centre, including:

- (a) the income of and expenditure by the Company and the Centre during the Quarter;
- (b) its assets and liabilities as at the end of the Quarter; and
- (c) cash flow statement; and
- (d) cash Contributions paid and owing by the Participant; and
- (e) a written report to each Participant on non-cash Contributions made and owed by the Participants.

14.3 Other reporting

- (a) Subject to the consent of the Commonwealth and any obligations of confidentiality or privacy owed by the Company or any members of the Governing Board, the Company must as soon as they are available provide to each Participant a copy of:
 - (i) all reports provided to the Commonwealth other than the information provided in accordance with clause 14.2 or normal correspondence between the Company and the Commonwealth; and
 - (ii) any notices, other than normal correspondence, the Company receives from the Commonwealth
- (b) Subject to any obligations of confidentiality or privacy owed by the Company or any members of the Governing Board, the Company must as soon as they are available provide to each Participant a copy of:
 - (i) all notices and reports, including annual financial reports and audit reports, that it is required by the Corporations Act 2001 to provide to its members
 - (ii) any other reports as may be reasonably requested by the Participants, including, but not limited to, project budgets, meetings of a general meeting of the Company, all communications by the Company to Members, and copies of all changes to the Constitution.

14.4 Corporate reporting and inspection

Subject to any obligations of confidentiality or privacy, the Company must provide to each Participant:

upon at least 7 days written notice (or any shorter notice that the Company agrees to), during the Company's usual office hours at the Company's premises, reasonable access to inspect the Company's relevant financial and business records not subject to privilege claims or whose disclosure or provision is not otherwise contrary to law, and allow copies of those records to be taken.

14.5 Notification of critical events

The Company must, as soon as reasonably practicable, but in any event within 7 days of becoming aware, give written notice to each Participant should any of the following occur:

- (a) any litigation threatened or commenced against the Company;
- (b) any notification from any government agency or Statutory Authority of breach or alleged breach of any legal obligation;
- (c) any substantial dispute between the Company and any Participant;
- (d) any substantial dispute between the Company and any third party;
- (e) the receipt by the Company of an application to a court to wind up the Company; or
- (f) the Company becomes aware that a Participant is in default of its material obligations under this agreement (including a failure to pay its cash Contributions);
- (g) the Company being unable to pay its debts as and when they fall due, or any other circumstance or event that may indicate or lead to the Company's insolvency.

Part F Project provisions

15. Background IP

15.1 Contribution of Background IP for General Activities

Each Party may make its Background IP available for Activities not directly related to the conduct of a Project:

- (a) in accordance with this clause 15; and
- (b) on such other terms agreed in writing between the Company and the Party providing the Background IP.

For the avoidance of any doubt, no Party's Background IP is subject to this clause, or clause 15.5, unless it is identified in writing and signed by that Party and the Company whether in Project Details or otherwise.

15.2 Contribution of Background IP to Project

Each Project Participant will make its Background IP available to the Project:

- (a) as specified in the applicable Project Details; and
- (b) in accordance with:
 - (i) this clause 15; and
 - (ii) any written agreement between the Company and the Project Participant that offers to provide that Background IP subsequent to the Project Details being agreed.

15.3 Warranty

Each Participant that makes its Background IP available represents and warrants to the other Project Parties and to the Company, that as at the date of signing a Project Details (or as at the date the Background IP is otherwise made available under this agreement), except as disclosed in that Project Details, or the date of otherwise making its Background IP available, or otherwise or as subsequently disclosed in writing to the other Project Parties:

- (a) to the best of its actual knowledge or belief, without the need to make additional enquiries, conduct searches or seek legal or patent opinion
 - (i) it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Project; and

- (ii) the use of the Background IP does not infringe the patent rights or intellectual property rights of another person.
- (b) except to the extent:
 - (i) disclosed in the Project Details; or
 - (ii) in the case of any Background IP not specified in the Project Details, notified in writing to the other Project Parties at the time of offering such Background IP,

the Participant has not entered into any agreement regarding, or otherwise dealt with, that Background IP that is inconsistent with the rights granted to the other Project Parties as described in the Project Details or this clause 15; and
- (c) it will not enter any agreement in relation to or otherwise deal with that Background IP in a manner that restricts the exercise of the rights granted to the other Project Parties as described in the Project Details or this clause 15.

15.4 Licence for Project use

Each Participant that makes its Background IP available in a Project grants to the other Project Parties and to the Company an irrevocable, non-exclusive, royalty-free, worldwide licence (without the right to grant sub-licences unless expressly conferred) to use the Project Participant's Background IP made available to that Project during the term of the Project for the purposes of carrying out the Project, subject to any restrictions on its use:

- (a) specified in the Project Details; or,
- (b) in the case of any Background IP not specified in the Project Details, notified in writing to the other Project Parties at the time of offering such Background IP (including a right to sublicense).

15.5 Licence for general use

If a Party makes available its Background IP in accordance with clause 15.1, that Party grants to the other Parties an irrevocable, non-exclusive, royalty-free, worldwide licence (without the right to grant sublicenses unless expressly conferred) to use the Party's Background IP during the term of this agreement for the purposes of carrying out Activities that relate to purposes not directly related to the conduct of a Project, subject to any restrictions on its use:

- (a) specified in the Project Details; or,
- (b) in the case of any Background IP not specified in the Project Details, notified in writing to the other Project Parties at the time of offering such Background IP.

15.6 Licence for Commercialisation

- (a) If the Company requires for the purposes of Commercialisation of Centre IP a licence to use Background IP that was licensed in accordance with clause 15.4 or 15.5 the Company must notify that Participant in writing.
- (b) If a Participant has received a notice in accordance with clause 15.6(a) that Participant will grant a licence to the Company, on reasonable commercial terms to be agreed by the Participant and the Company, to use the Participant's Background IP for the purposes of Commercialising Centre IP from the Project (including the right to sub-license) provided that:
 - (i) the Centre IP has been developed using that Background IP in accordance with this agreement and, where applicable, the relevant Project Details; and
 - (ii) that Background IP is required for the Commercialisation of such Centre IP,

subject to any restrictions on its use specified or notified in accordance with clause 15.4 or 15.5.

15.7 Acknowledgment

- (a) Subject to the rights granted in this clause 15, applicable Project Details or Third Party Project Agreement the Parties acknowledge and agree that a Party retains the right to control and use its Background IP and that ownership of the Background IP does not change. The Background IP owner may continue to use its Background IP freely (provided that the use is not inconsistent with the terms of this agreement, Project Details or any Third Party Project Agreement).
- (b) The Parties must provide all assistance which may be reasonably required in order to protect the Background IP (but only if the owner of the Background IP pays the relevant Parties' reasonable costs and expenses of doing so).

15.8 Register

The Company shall maintain a register recording all Background IP under this agreement, including any encumbrances or restrictions on its use specified or notified in accordance with clauses 15.4 and 15.5.

15.9 Infringement of Background IP

The Parties agree that they will take all necessary steps to give each other prompt notice of any infringement of Background IP which comes to their attention.

16. Projects

16.1 Participants Meeting

- (a) The Company shall each year hold two Participants Meetings, with one Participants Meeting held immediately after the Company's annual general meeting.
- (b) Each Participant shall be entitled to be represented at Participants Meetings, at its own expense.
- (c) The Participants Meeting shall be a forum for the discussion of Projects, Commercialisation, proposed Projects and proposed Commercialisation, and other matters of interest to the Participants.
- (d) The Participants Meeting shall be chaired by the Chairperson of the Governing Board.
- (e) The Participants Meeting may pass resolutions, with each Participant having one vote.
- (f) A resolution of a Participants Meeting shall not be binding upon the Company, but shall be a recommendation to the Company.
- (g) If the Company does not accept a recommendation made at a Participants Meeting, or departs from any recommendation, the Company must give reasons in writing to the Participants for its decision.

16.2 Activities through Projects

- (a) The Activities may be carried out in part through discrete Projects.
- (b) All Projects selected must be within the agreed boundaries of the Activities.

16.3 Research Activities

All Activities involving research will be carried out through Projects.

16.4 Determined by Company

Subject to the Commonwealth Agreement, the Projects to be carried out:

- (a) will be determined from time to time by the Governing Board; and
- (b) must not commence until all applicable approvals have been obtained from the Governing Board and applicable ethics committees.

16.5 Project Plan

In relation to every proposed Project other than the Initial Projects, the proposed Project Participants must submit to the Company a draft Project Plan, with such plan to specify details of the following matters with respect to the Project:

- (a) the Project Leader;
- (b) the Project commencement date and completion date;
- (c) the Project objectives;
- (d) the proposed strategy to be followed;
- (e) potential outcomes;
- (f) Project milestones;
- (g) Project deliverables;
- (h) a Project budget;
- (i) contributions to be made by third parties;
- (j) resource requirements, including Contributions, Background IP and Centre Funds;
- (k) student requirements (if any);
- (l) required expenditure on new Assets (if any);
- (m) an analysis of Project risk; and
- (n) an analysis of the likely opportunities for Commercialisation of potential Project outcomes.

16.6 Selection of Project Participants

- (a) Subject to this agreement and the Commonwealth Agreement, selection of Project Participants to participate in a Project (other than the Initial Projects) is a decision for the Governing Board in its absolute discretion.
- (b) Nothing in this agreement obliges a Participant to participate in a Project when it is unwilling to do so.

16.7 Initial Projects

The Parties acknowledge that Project Details concerning the Initial Projects (if any) will be agreed and entered into contemporaneously with this agreement (including Third Party Project Agreements in the event of third party participation).

16.8 Project Documents

Any Project which does not involve one or more third parties as Project Participants will be subject to:

- (a) the agreed Project Details which must, as a minimum include the issues listed in Schedule 3; and
- (b) this agreement (the terms of which will prevail over the Project Details in the event of any inconsistency, in the manner set out in clause 3.4).

16.9 Third Party Project Agreements

The Company and the Participants that will be parties to a Third Party Project Agreement must use their reasonable efforts to ensure that the Third Party Project Agreement:

- (a) addresses the issues listed in Schedule 3;
- (b) contains provisions that are consistent with this agreement; and
- (c) may be subsequently amended with the agreement of all Project Parties.

16.10 Third party Project Participants

Without limitation to clause 16.9(b), for the avoidance of doubt the rights and obligations applicable to Project Participants under this agreement do not apply to third party Project Participants except to the extent that such third parties have entered a Third Party Project Agreement containing corresponding rights and obligations.

17. Project Funds and Project Contributions

17.1 Project Funds

- (a) Subject to paragraph (b), each Project Participant must pay its cash Project Contributions to the Company at the times and in the manner specified in the Project Details
- (b) Where AWI and or MLA and or GRDC are parties to a Project, its or their cash Project Contributions are subject to its or their approval, acting reasonably, of specified Deliverables and or Milestones.
- (c) Subject to clause 17.1(e), the Company must pay the Project Funds to the Responsible Participants for the Project in accordance with the Project Details.
- (d) The Company:
 - (i) may withhold Project Funds if any Milestones have not been achieved or Deliverables have not been provided by their required dates, or any extended dates agreed upon between the Project Parties; and
 - (ii) must release the withheld Project Funds once the Responsible Participants have achieved the missed Milestones or provided the required Deliverables as the case requires.
- (e) If a Project Participant has not paid a cash Project Contribution that is due to the Company in accordance with the Project Details, the Company is relieved from its obligation to pay to the Responsible Participants that part of the Project Funds corresponding to those unpaid cash Contributions while they remain unpaid. The obligations of the Responsible Participants to carry out the Project will be reduced to the extent of any Project Funds withheld pursuant to this clause 17.1(e).

17.2 Project Contributions

- (a) Contributions to a Project by Project Parties must be specified in the respective Project Details.
- (b) Each Project Participant must make its non-cash Project Contributions available for the Project at the times and in the manner specified in the Project Details.
- (c) The Company must make its non-cash Project Contributions available for the Project at the times and in the manner specified in the Project Details.
- (d) The valuation of non-cash Project Contributions for the purposes of this agreement must be in accordance with the Valuation Principles and must exclude the value of Intellectual Property contributions.

17.3 Use of Project Funds and other Project Contributions

The Responsible Participants may use the Project Funds and other Project Contributions provided to them:

- (a) for the purposes of the Project only; and
- (b) in accordance with the Project Plan.

18. Project management and reporting

18.1 Project Leader

Each Project shall be managed by a Project Leader. The Project Party that employs the Project Leader must use its reasonable efforts to ensure that the Project Leader:

- (a) uses his or her reasonable efforts to ensure the Project is conducted:
 - (i) in accordance with the Project Plan;
 - (ii) so as to achieve the Milestones and Project Objectives; and
 - (iii) so as to provide the Deliverables;
- (b) manages the day to day conduct of the Project;
- (c) provides scientific leadership to the Project;
- (d) is responsible for administration of all Project personnel including any students; and
- (e) maintains financial records and research and technical records as directed by the Company.

18.2 Carrying out the Project

The Responsible Participants for a Project must carry out the Project:

- (a) in accordance with the Project Plan, including the Project Budget;
- (b) to a professional standard;
- (c) so as to do all things necessary or desirable to achieve the Project Objectives;
- (d) to its best endeavours so as to achieve the Milestones by their required dates;
- (e) to its best endeavours so as to provide the Deliverables by their required dates; and
- (f) in accordance with the Project Leader's reasonable directions.

18.3 Project reporting

A Project Participant that employs the Project Leader must:

- (a) immediately report to the Company:
 - (i) any substantial deviation from the Project Plan; and
 - (ii) any matter which the Project Leader considers will, or may, affect the ability of the Project to meet the Project Objectives, satisfy any Milestones, provide any Deliverables or be completed within the Project Budget, including any failure to provide Contributions;
- (b) provide six monthly reports to the Company on :
 - (i) progress with the Project and its scientific advances, outcomes, key achievements, Deliverables and Milestones;
 - (ii) any matter which the Project Leader considers will, or may, affect the ability of the Project to meet the Project Objectives, satisfy any Milestones, provide any Deliverables or be completed within the Project Budget, including any failure to provide Contributions;
 - (iii) any significant difficulties encountered during the Project and measures taken or plans to resolve them;
 - (iv) any Centre IP created (including a description of the Centre IP, when it was created and by whom); and
 - (v) the Background IP used in the Project.

18.4 Parties reporting to the Project Leader

- (a) The Project Parties acknowledge that a Project Participant employing the Project Leader will require information on the status and results of the Project from time to time in order to fulfil its obligations under this agreement.

- (b) Each Project Party agrees to provide such information in a timely fashion when requested by the Project Leader.

18.5 Separate Project financial accounts

Each Project Participant must keep separate financial accounts which must record:

- (a) any Project Contributions it makes under clause 17.2;
- (b) any payments of Project Funds made to it by the Company under clause 17.1(a);
- (c) all expenditure incurred by the Project Participant from Project Funds in carrying out the Project; and
- (d) any other expenditure associated with its carrying out the Project.

18.6 Divisional limitation

Notwithstanding any other provision of this agreement, the Parties acknowledge that the obligations of each Responsible Participant under this agreement to carry out any Project are limited to using the resources of the Specified Division of that Responsible Participant.

19. Withdrawal and expulsion from Projects

19.1 Withdrawal from Projects

- (a) A Project Participant may withdraw from the Project by giving notice to each other Project Party of at least:
 - (i) for Projects with a duration of less than 1 year – 3 months, and
 - (ii) for Projects with a duration of 1 year or more – 6 months.
- (b) If a Project Participant withdraws from the Project the remaining Project Parties must meet for the purpose of agreeing on whether or not to continue the Project or a variation of the Project and the terms to which that continuation would be subject.
- (c) A Project Participant may not withdraw from a Project without the agreement of the other Project Parties if it would result in the Project Parties being in breach of any agreement with a third party, unless the agreement with the third party permits it to do so.

19.2 Expulsion from Projects

- (a) A Project Participant may be expelled from the Project by notice from the Company if Due Cause exists in relation to that Project Participant and remains unremedied after 21 days following notice to that Project Participant.
- (b) For the purposes of clause 19.2(a), **Due Cause** means:
 - (i) failure to make Project Contributions when required by the Project Details;
 - (ii) unauthorised use or Commercialisation of Centre IP or Background IP;
 - (iii) any other material breach of this agreement in relation to the Project or of the Project Details;
 - (iv) that Project Participant changes or proposes to change personnel such that it is likely to adversely affect the Project;
 - (v) failure to remedy a Conflict in relation to the Project under clause 45 to the satisfaction of the Company;
 - (vi) change in the direct or indirect beneficial ownership or control of the Project Participant in question that would affect its ability to comply with its obligations under this agreement;

- (vii) disposal of whole or any part of the Project Participant's assets, operations or business other than in the ordinary course of business;
- (viii) ceasing to carry on business;
- (ix) insolvency;
- (x) steps taken by a mortgagee to take possession or dispose of the whole or any part of the Project Participant's assets, operations or business;
- (xi) steps taken to enter into any arrangement between the Project Participant and its creditors other than in the ordinary course of business;
- (xii) steps taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person, concerning the whole or any part of the Party's assets, operations or business;
- (xiii) appointment of an investigator to investigate its affairs; or
- (xiv) assignment of its rights or obligations under this agreement other than in accordance with clause 50.2 (assignment).

19.3 Consequences of withdrawal or expulsion from Project

- (a) If a Project Participant withdraws or is expelled from the Project, the Project Participant will from the date of effect of the withdrawal or expulsion:
 - (i) cease to be a Project Participant;
 - (ii) subject to clause 19.3(b), relinquish all rights with respect to the Project; and
 - (iii) subject to clause 19.3(b), be relieved of its obligations to make Project Contributions, to carry out, report on or manage the Project, or otherwise participate in the Project.
- (b) The withdrawal or expulsion of any Project Participant from the Project:
 - (i) will not affect:
 - (A) the enforceability of any obligations of that Project Participant;
 - (B) rights against that Project Participant accrued at that time or arising as a result of the withdrawal or expulsion; or
 - (C) any obligation upon the Project Participant to make available its Background IP under clause 15;
 - (ii) will not relieve that Project Participant of the obligations imposed upon it under this agreement other than as specified in clause 19.3(a)(iii); and
 - (iii) subject to agreement being reached in accordance with clause 19.1(b), will not relieve the remaining Project Parties of their obligations under this agreement with respect to the Project and they shall continue to carry out the Project and perform the terms of this agreement with respect to the Project.

20. Variation to Projects

- (a) Any variation to a Project, including to Milestones or Deliverables, must be agreed in writing by the Company and all Project Participants.
- (b) A Project Participant will not be compensated for any work performed in relation to a variation that has not been authorised in accordance with this clause.

21. Termination of Projects

21.1 Termination of Projects by the Company

The Company after reasonable consultation with the Project Participants, may terminate a Project upon 30 days written notice to the Project Participants if:

- (a) a Milestone is not achieved by the date by which it was required to be achieved and remains not achieved after 30 days following a notice from the Company to the Project Participants (or longer period of time specified by the Company in the notice);
- (b) a Deliverable has not been provided by the date by which it was required to be provided and remains not provided after 30 days following a notice from the Company to the Project Participants (or longer period of time specified by the Company in the notice); or
- (c) in the opinion of the Company, the Project Objectives are unlikely to be achieved and remain unlikely to be achieved after 30 days following a notice from the Company to the Project Participants of such opinion,
provided that:
 - (i) if required by the Commonwealth Agreement, the Commonwealth has been informed of the proposed termination and does not object to the termination of the Project; and
 - (ii) if the Project is subject to a Third Party Project Agreement, any such termination by the Company is in accordance with the terms of the Third Party Project Agreement.

21.2 Consequences of termination

- (a) If the Project is terminated pursuant to clause 21.1(c) (regarding likelihood of achievement of Project Objectives), then the Company must, subject to having sufficient Centre Funds, reimburse each Project Participant for its reasonable expenses necessarily incurred as a result of the early termination (if any), the total amount paid to each Project Participant is not to exceed the balance of the Project Funds that would have been paid to that Project Participant if there had been no early termination.
- (b) If there are insufficient Centre Funds to reimburse all expenses, each Project Participant will be reimbursed out of the Centre Funds on a pro rata basis according to their respective Project Contribution at the date of Termination.
- (c) The Company must advise the Participants of the termination of any Project.
- (d) Termination of a Project for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the Project Parties accrued at the time of termination.

21.3 Termination of Participants Agreement

All Projects will terminate if this agreement is terminated for whatever reason.

Part G Centre outcomes

22. Centre IP

22.1 Ownership of Centre IP

Upon its creation, Centre IP will be owned as follows:

- (a) the Company will be the owner of the legal interest in the Centre IP;
- (b) the beneficial interest in the Centre IP will be owned by the Participants (and any retired or expelled participants) as tenants in common in undivided shares proportionate to their respective Participating Shares; and

(c) the Company will hold the interest of the Participants in the Centre IP on trust.

22.2 Calculation of Participating Share

A Participant's Participating Share must reflect its proportionate contribution to the conduct of the Activities and the general operation of the Centre calculated in accordance with the following formulae:

$$PS = (PC/TPC)$$

where:

PS is the Participating Share for a Participant;

TPC is the total of all Participants' Contributions made (not Contributions owing nor future Contributions promised) up to the most recent 30 June; and

PC means the Contributions of a Participant made (not Contributions owing nor future Contributions promised) up to the most recent 30 June,

in each case as valued in accordance with the Valuation Principles.

22.3 Vesting of ownership

The Parties must co-operate with each other Party and promptly do all acts and things and execute all documents which may be necessary for the purpose of vesting ownership of the legal and beneficial interest in the Centre IP as required under this agreement.

22.4 Dealing with Centre IP

No Participant may use, deal with, Commercialise, dispose of or encumber any interest which it might hold in Centre IP, or enter any agreement in relation to any interest that it might hold in Centre IP, except as authorised in this agreement, without the written consent of the Company.

22.5 Use of Centre IP

A Participant wishing to use Centre IP for any purpose, whether for research or otherwise, not authorised under clause 22.14 must obtain a licence from the Company covering such use. The grant of any such licence will be at the Company's absolute discretion and must include provisions governing ownership and Commercialisation of further Intellectual Property developed from such use. If the proposed use of Centre IP relates to the Activities then the Company will not unreasonably withhold its consent to such use.

22.6 Decision to protect

The Company must decide whether any outcomes from the Activities warrant pursuing patent protection, or other forms of Intellectual Property protection, and if it does, in which countries protection should be sought.

22.7 Apply for protection

Unless otherwise agreed by the Company, the Company is to apply for, maintain and prosecute any form of Intellectual Property protection decided on under clause 22.6.

22.8 Registration in Company name

For the avoidance of doubt, if patenting or other registrable forms of Intellectual Property protection of Centre IP is pursued, such registration:

- (a) is to be in the Company's name; and
- (b) where required, will identify:
 - (i) the inventors of the Centre IP; and
 - (ii) the beneficial owners of the Centre IP.

22.9 IP register

- (a) The Company must maintain an IP register recording Centre IP notified to the Company, containing at least the following details:
 - (i) date of entry on register;
 - (ii) description of Centre IP; and
 - (iii) identity of the inventor and the Party that developed the Centre IP; and
 - (iv) details of any agreements made by the Company with Participants or with third parties in relation to disclosure or use of the Centre IP
 - (v) details of any third party IP which has been knowingly used in the creation of the Centre IP and how that third party IP has been used.
- (b) Each Project Participant must promptly disclose to the Company all information required to enable the Company to maintain the register referred to in paragraph (a).
- (c) The Company must provide to each Participant, and each Participant must provide to each other all reasonable assistance and information (including access to and copies of the register referred to in paragraph (a)) requested by a Participant conducting due diligence upon Centre IP at the requesting Participants cost.

22.10 Notice of infringement

The Participants must give the Company prompt notice of any infringement of Centre IP which comes to their attention and each Party agrees to give the Company all assistance which it may reasonably require in order to protect the Centre IP (but only if the Company pays the Participant providing the assistance for all reasonable costs and expenses of doing so).

22.11 Costs of protection

The Centre Account may be drawn upon by the Company to meet all costs associated with applying for, maintaining and prosecuting patent or any other form of Intellectual Property protection associated with Centre IP (including any action for infringement of the Centre IP) and the application, maintenance and prosecution of any actions which may be associated with any such Intellectual Property and such drawings shall be taken to be expenses incurred in the performance of the Activities.

22.12 Dealing with Centre IP

Each Participant:

- (a) must respond to a request from the Company to provide information in its possession regarding Centre IP that has been developed by the Participant or is under development by the Participant;
- (b) must use its reasonable efforts to ensure that itself and its employees, agents, contractors, students under their supervision or other persons participating in the Project:
 - (i) identify Centre IP generated or developed by them;
 - (ii) promptly communicate details of Centre IP to the Project Leader and the Company;
 - (iii) do not prejudice protection of Centre IP; and
- (c) must not seek to revoke any appointment of the Company as trustee of that Participant's interest in the Centre IP except in accordance with clause 24.1.

22.13 Company's right to use Centre IP

The Company may at all times:

- (a) Commercialise the Centre IP in accordance with clause 23;

- (b) use the Centre IP for the research, training and education purposes of the Centre; and
- (c) license any Participant or any other person to use the Centre IP for the research, training and education purposes of the Centre

and must not use or license the Centre IP for any other research, training and education purposes except with the written consent of all Participants.

22.14 Participants' rights to use Centre IP

Subject to this agreement, each Participant has a non-exclusive royalty-free right to use the Centre IP:

- (a) for the purpose of undertaking the Projects in accordance with this agreement (excluding the right to sublicense); and
- (b) subject to clause 22.15, for internal research, internal education and internal teaching purposes other than Commercialisation (excluding the right to sublicense); and
- (c) for industry education and teaching conducted other than Commercialisation;

provided that the Participant:

 - (i) maintains the confidentiality of Confidential Information;
 - (ii) does not prejudice the Company's ability to:
 - (A) protect the Centre IP;
 - (B) use the Centre IP to achieve the Centre Objectives; or
 - (C) maximise the commercial return from any Centre IP that has significant commercial potential.

22.15 Participants' rights to use Centre IP for internal research

- (a) If a Participant wishes to use Centre IP for internal research other than in accordance with clause 22.14(b) during the Term and which is not the subject of a Project, it may give notice to the Company of its interest in doing so.
- (b) If the Company:
 - (i) does not, within 3 months of that notice, agree to undertake that further research as part of a Project;
 - (ii) agrees within 3 months of that notice to undertake the further research as part of a Project, but Project Details to carry out the Project are not signed within 12 months of that agreement,

the Participant who gave the notice may contract the research to be undertaken other than by the Company, and may, subject to the provisos in clause 22.14, grant a sub-license of the relevant Centre IP to the person contracted.
- (c) A sub-license granted in accordance with paragraph (b) must:
 - (i) be in writing;
 - (ii) be for the duration of the research contracted and not further;
 - (iii) require the person contracted to maintain the Centre IP disclosed to it in confidence, and not to disclose it to another person;
 - (iv) require the person contracted not to use the Centre IP other than for the purpose of the contracted research;

- (v) require the person contracted to acknowledge the Company's legal ownership and the Participant's beneficial ownership of the Centre IP, and that the obligations in the preceding paragraphs are for their benefit.

22.16 Participants' rights to use of Centre IP for research after the Term

- (a) Each Participant has, a perpetual, non-exclusive, royalty-free (subject to any agreement reached in accordance with paragraph (c)) right to use Centre IP which was created as a result of a Project to which the Participant was a Project Party for internal research after the Term, provided that it:
 - (i) maintains the confidentiality of any Confidential Information contained in the Centre IP in accordance with clause 42 (Confidential Information);
 - (ii) obtains approval of all beneficial co-owners prior to publication of any Centre IP , including by the publication of a patent application; and
 - (iii) keeps the other beneficial co-owners of the relevant Centre IP informed of:
 - (A) its use of that Centre IP; and
 - (B) for the purposes of paragraph (c), any Intellectual Property created.
- (b) The licence of Centre IP granted under paragraph (a) includes a right to grant a sub-licence for research provided that:
 - (i) the Participant ensures that it obtains a beneficial interest in the ownership of the Intellectual Property created; and
 - (ii) the sub- licensee is bound by obligations of confidentiality in relation to any Confidential Information contained in the Centre IP consistent with those in clause 42.
- (c) Subject to paragraph (d), if:
 - (i) the Participant proposes to Commercialise the Intellectual Property created (**Commercialising Participant**); and
 - (ii) the Commercialising Participant does not require a licence to the Centre IP in order to Commercialise the Results,
 - then:
 - (A) the other Participants may, by notice in writing, request the Commercialising Participant to compensate the other Participants for the contribution made by the Centre IP towards the value of the Intellectual Property created (**Centre IP Compensation Request**); and
 - (B) upon receipt of the Centre IP Compensation Request the Commercialising Participant and the other Participants will use their reasonable endeavours to reach a satisfactory agreement regarding the Centre IP Compensation Request.
- (d) To avoid doubt nothing in clause 22.16(c) places an obligation upon the Commercialising Participant to reach an agreement with the other Participants.

22.17 Warranties concerning Centre IP


- (a) If a Participant wishes to use Centre IP in accordance with the rights granted to it under clause 22.14 and 22.15 of this agreement, and the nature of that Centre IP is known by the relevant Participants, then that Participant together with the Participant who developed the Centre IP (the developing Participant) must negotiate in good faith the warranties relating to that Centre IP to be given by the developing Participant, taking into consideration the proposed uses of that Centre IP and the nature of that Centre IP.

- (b) If a Participant wishes to use Centre IP in accordance with the rights granted to it under this agreement it may conduct reasonable due diligence enquiries to identify any risks that such use of that Centre IP may infringe the IP rights of a third party.
- (c) Nothing in clause 22.17(b) derogates from a Participant's obligations under clause 22.17(a) or requires a Participant to undertake any due diligence enquiries.

22.18 Use for Emergency Purposes

- (a) Subject to this agreement, each Participant that is a Commonwealth, State or Territory or any Statutory Authority of a Commonwealth, State or Territory has a non-exclusive royalty-free right to use the Centre IP for Emergency Purposes.
- (b) In exercising its rights pursuant to paragraph (a) that Participant may grant sub-licenses on limited terms, confined to the use of the relevant Centre IP for Emergency Purposes, for the duration of the Emergency Purposes, and without the right of the sub-licensee to itself grant sub-licenses.
- (c) In exercising its rights pursuant to paragraph (a) that Participant must to the maximum extent possible having regard to the nature of the Emergency Purpose, maintain the relevant Centre IP in confidence.
- (d) In granting a sub-licence to any sub-licensee that Participant must require and procure any sub licensee to observe obligations of confidentiality and non use, at least to the same extent as this agreement obliges the Parties to this agreement, with the exception of the use of the relevant Centre IP for the Emergency Purpose.

22.19 Improvements

- (a) Any Intellectual Property in any Improvements made by a Participant arising from the exercise of the licence granted under clauses 22.14(b) or 22.15 ^{or 22.16} will be owned by that Participant. 
- (b) The Participant:
 - (i) must notify the Company of any Improvements as soon as practicable after that Improvement is created; and
 - (ii) grants to the Company a perpetual, irrevocable, royalty-free, non-exclusive licence to use the Improvement and the Intellectual Property in the Improvements for the Activities other than Commercialisation, with the right to grant sub-licenses to Project Participants carrying out a Project as a part of the Activities, but with no other right to grant sub-licenses.

22.20 License of Centre IP to Commercialise Improvements

- (a) If:
 - (i) a Participant owns Intellectual Property in Improvements in accordance with clause ~~22.18~~ ^{22.19}; and
 - (ii) that Participant requests a licence of the relevant Centre IP to enable it to Commercialise the Improvements

then:

- (b) the Board will consider whether the grant of the licence of the Centre IP to that Participant prejudices the Company's Commercialisation of the Centre IP or the achievement of the objectives in clause 5.1, or the Company's obligations to the Commonwealth pursuant to the Commonwealth Agreement, and will promptly notify that Participant of its decision, and
- (c) unless the Company forms the reasonable view that the grant of the licence of the Centre IP to that Participant prejudices the Company's Commercialisation of the Centre IP or the achievement of the Centre Objectives in clause 5.1, or the Company's obligations to the Commonwealth pursuant to the Commonwealth Agreement, the Company will grant a licence to that Participant of the relevant Centre IP, on reasonable commercial terms to be agreed by that Participant and the Company.

22.21 Publication and disclosure

Subject to any Third Party Project Agreement and unless authorised under clause 42, each Party must not publish or disclose to any third party any Centre Confidential Information.

23. Commercialisation of Centre IP**23.1 Right and responsibility of Company**

- (a) The Company has the exclusive right to Commercialise the Centre IP at its discretion (including a right to sublicense), provided that it:
 - (i) complies with all obligations under the Commonwealth Agreement regarding Commercialisation;
 - (ii) complies with all obligations under this agreement and any applicable Project Details regarding Commercialisation (including the applicable Commercialisation Plan and any additional obligations agreed specifically for that Project);
 - (iii) endeavours to achieve the Centre Objectives; and
 - (iv) agrees to terms with counter parties to such Commercialisation transactions that are on an arm's length basis.
- (b) Subject to paragraph (c), the Company itself must not undertake any of the activities in paragraphs (a) and (b) of the definition of Commercialise.
- (c) The Company may Commercialise Centre IP by the delivery of education programs.

23.2 Discretion of Company

Without limiting clause 23.1, the Company may:

- (a) determine that Commercialisation of Centre IP may be undertaken by itself, a Participant, a Project Participant, a person not connected with the Centre, a related Party of the Company (as defined in the Corporations Act) or any combination of them; and
- (b) grant licences to persons who will undertake Commercialisation of the Centre IP; and
- (c) may enter into such other arrangements with the persons specified in clause 23.2(a) as the Company sees fit.

23.3 Commercialisation Income

Subject to clause 23.10, the Company holds all Commercialisation Income with respect to Centre IP on trust for the Participants as tenants in common in proportion to their respective Participating Shares.

23.4 Commercialisation Plan

- (a) The Company may prepare a Draft Commercialisation Plan whenever it decides, and proceed with the process described in paragraph (c).
- (b) A Participant may at any time after the completion of a Project by written notice to the Company require the Company to prepare a Draft Commercialisation Plan in relation to the Centre IP from that Project and to proceed with the process described in paragraph (c), and the Company must do so.
- (c) After preparing a Draft Commercialisation Plan in accordance with paragraphs (a) or (b), the Company must comply with the following procedure:
 - (i) the Company must provide to each Participant a Draft Commercialisation Plan with respect to the Centre IP;

- (ii) each Participant may, within 14 days after receipt of the Draft Commercialisation Plan, provide comments to the Company on the Draft Commercialisation Plan and the Company must endeavour to discuss such comments with the respective Participants;
- (iii) following the consultation process described in paragraphs (i) and (ii), if it wishes to proceed with Commercialisation, the Company must provide to each Participant a Commercialisation Plan with respect to the Centre IP;
- (iv) the Company must obtain confirmation that each Participant has received each Commercialisation Plan and each Participant must promptly provide such confirmation;
- (v) each Participant may, within 14 days after receipt of the Commercialisation Plan, (the **Notice Period**) advise the Company in writing if it:
 - (A) objects to the Commercialisation Plan but does not wish to withdraw from involvement in the Commercialisation; or
 - (B) objects to the Commercialisation Plan and wishes to withdraw from involvement in the Commercialisation.

After completion of the process described in this clause 23.4, the Company may commence Commercialisation of the Centre IP in accordance with the Commercialisation Plan.

A Participant may advise the Company within the Notice Period that it objects to the Commercialisation Plan and wishes to withdraw from involvement in the Commercialisation, in which case subject to clause 15.6, it will have no obligation to the Company in relation to the Commercialisation of the Centre IP concerned.

23.5 Protocol after Commercialisation commences

After commencing Commercialisation of any Centre IP:

- (a) the Company must provide a progress report to the Participants every 3 months with respect to Commercialisation of the Centre IP as against the Commercialisation Plan;
- (b) the Company may amend the Commercialisation Plan from time to time at its absolute discretion, provided that the Company must notify the Participants of any substantial amendments prior to the amendments being made;
- (c) within 30 days following notification of any substantial amendments to the Commercialisation Plan, a Participant may provide written notice to the Company that it objects to the amendments to the Commercialisation Plan and elects to withdraw from involvement in the Commercialisation, in which case subject to clause 15.6, it will have no obligation to the Company in relation to the Commercialisation of the Centre IP concerned.

23.6 Company obligation

The Company shall ensure that Commercialisation of Centre IP complies with this agreement and the Commonwealth Agreement.

23.7 Commercialisation by a Participant

- (a) In providing comments pursuant to clause 23.4(c)(ii), a Participant may express interest in being granted a license to Commercialise the relevant Centre IP, and when doing so, must address each of the criteria set out in the Commercialisation Plan for the selection of a licensee.
- (b) The Company shall consider each expression of interest from a Participant that seeks a licence to Commercialise the relevant Centre IP against the criteria set out in the Commercialisation Plan, including the Participant's capability to Commercialise the relevant Centre IP, and will notify in writing each Participant that expressed interest:
 - (i) whether that expression of interest was successful, and if not, the reasons for that decision, and

- (ii) if more than one Participant successfully expressed interest, the order in which the Company decides that it will negotiate a licence with each Participant, having regard to the criteria set out in the Commercialisation Plan.
- (c) The Company and the first Participant in the Company's order of priority notified pursuant to paragraph (b) shall negotiate in good faith the arm's length commercial terms of a licence by the Company to that Participant to Commercialise the relevant Centre IP.
- (d) If that negotiation does not result in a signed agreement within 3 months (or any extended period agreed between that Participant and the Company, up to a maximum extension of three further months) of the date of the Company's notification pursuant to paragraph (b), or that Participant notifies the Company in writing that it no longer seeks a licence, the Company shall so advise in writing to all the Participants that expressed interest.
- (e) The Company and the next Participant in order of priority in the Company's order notified pursuant to paragraph (b) shall negotiate in good faith the commercial terms of a licence by the Company to that Participant to Commercialise the relevant Centre IP.
- (f) If that negotiation does not result in a signed agreement within 3 months (or any extended period agreed between that Participant and the Company, up to a maximum extension of three further months) of the date of the Company's notification of the result of the previous negotiation, or that Participant notifies the Company in writing that it no longer seeks a licence, the Company shall so advise in writing to all the Participants that expressed interest.
- (g) Paragraphs (e) and (f) shall apply in relation to each subsequent Participant in the Company's order of priority notified pursuant to paragraph (b), until either:
 - (i) a licence is signed, or
 - (ii) negotiations with all Participants in the Company's order notified pursuant to paragraph (b) have not resulted in a signed agreement.
- (h) If after exhausting all negotiations required by this clause there is no signed agreement, the Company shall be free to grant a licence to any person (a Participant or otherwise) to Commercialise the relevant Centre IP upon any terms it decides.
- (i) Neither the Company nor any Participant with which it negotiates shall have any liability to the other in relation to any unsuccessful negotiation.
- (j) The Company is not restricted in its ability to negotiate any terms of a licence with a Participant or any third party, and there shall not be any right of last refusal in favour of any Participant that expresses interest, and for the avoidance of any doubt, the terms of any licence may, if the Company so decides, be more favourable to a licensee than were offered by the Company in any prior unsuccessful negotiation.
- (k) The Company and each Participant that expressed interest release each other from and against any loss or damage and from and against any action, claim, proceeding or demand relating to any unsuccessful negotiation, which but for this clause the Company or that Participant might have had.

23.8 No veto power

For the avoidance of doubt, no Participant or any other person involved in a Project has the power to veto a decision of the Company regarding Commercialisation of Centre IP.

23.9 Commercialisation records

The Company must keep written records of:

- (a) all Commercialisation Income it receives; and
- (b) all Commercialisation Expenses it incurs.

23.10 Commercialisation Expenses

Without limiting clause 26.8, the Participants agree that the Company may use the Commercialisation Income with respect to particular Centre IP to pay Commercialisation Expenses or reimburse the Company for previously incurred Commercialisation Expenses with respect to that Centre IP. For the avoidance of doubt, the Participants acknowledge that the Company may in any Financial Year use Commercialisation Income received that Financial Year to reimburse Commercialisation Expenses with respect to that Centre IP incurred in previous Financial Years. Any Commercialisation Expenses relating to various Centre IP may be apportioned between the various Centre IP by the Company for the purposes of this clause 23.10.

23.11 Payment of Net Commercialisation Income

- (a) The Company shall each Financial Year for the Term retain up to the first \$1 million of Net Commercialisation Income which the Company must apply in the Activities. If the Company cannot apply the amount retained in the Activities, then the excess that cannot be so applied shall be disbursed in accordance with the following paragraphs.
- (b) As at 30 June each year, the Participants shall be presently entitled to the Net Commercialisation Income in accordance with paragraph (c).
- (c) By 31 August each year, the Company must remit to each Participant its share of the Net Commercialisation Income (other than that referred to in paragraph (a)), with respect to the previous Financial Year corresponding to Participating Shares as at 1 July that year, subject to any adjustments pursuant to clauses 23.4 or 23.5.

23.12 Survival

This clause 23 survives expiration or earlier termination of this agreement.

24. End of trustee appointment

24.1 Removal

The Participants may by notification in writing to the Company without the consent of the Company revoke the appointment of the Company as trustee with respect to the Centre IP. Following such revocation the Company must sign and execute all documents necessary or convenient to vest the Centre IP and the Commercialisation Income and Commercialisation Expenses with respect to the Centre IP:

- (a) in a new trustee appointed by the Participants; or
- (b) if directed by the Participants, in the Participants.

24.2 Resignation

The Company may retire as trustee with respect to Centre IP by giving at least 6 months notice in writing to the Participants. On resignation as trustee the Company must sign and execute all documents necessary or convenient to vest the Commercialisation Income and/or the Centre IP in the Participants.

24.3 Survival

Any trust in relation to Centre IP and the provisions of this clause survive termination of this agreement.

25. Moral rights

Each Participant will use its reasonable efforts to obtain from its respective employees (including Specified Personnel), agents, sub-contractors and students under their supervision any consents in relation to their Moral Rights that may be reasonably necessary for the Activities or for Commercialisation of the Centre IP.

Part H Allocation of risk

26. Indemnities

26.1 Mutual Indemnity

- (a) Subject to clauses 26.2, 26.3 and 26.5, and without affecting any common law remedies which those indemnified may otherwise have each Party (the indemnifying Party) irrevocably and unconditionally indemnifies and agrees to keep indemnified each of the other Parties and their respective directors, officers, employees, and agents (those indemnified) from and against any and all liability, loss, harm, damage, cost or expense (including reasonable legal fees on a full indemnity basis and net of any GST input tax credits to which those indemnified are entitled) howsoever arising that those indemnified may suffer, incur or sustain as a result of:
- (i) any unlawful or negligent act or omission by the indemnifying Party or any of its directors, officers, employees, agents or contractors arising in connection with the Centre; or
 - (ii) the exercise by the indemnifying Party of any rights granted to it under this agreement in relation to the Centre IP or Background IP (except to the extent that that liability, loss, harm, damage, cost or expense arises from a breach of the warranty in clause 15.3 and any agreed Centre IP warranties).
- (b) For the avoidance of any doubt, paragraph (a)(ii) does not operate:
- (i) to indemnify the Company or any other Participant in relation to any Commercialisation of the Centre IP by it, nor
 - (ii) to indemnify a Participant that pursuant to a separate agreement is granted a licence to Commercialise Centre IP (where the parties record their expectation that an indemnity on appropriate terms would be contained).

26.2 Company indemnity

In addition to any indemnity provided by the Company under clause 26.1, and subject to clauses 26.3, and 26.5, the Company irrevocably and unconditionally indemnifies and agrees to keep indemnified each of the Participants and their respective directors, officers, employees, agents and contractors (**those indemnified**) from and against any and all liability, loss, harm, damage, cost or expense (including legal fees on a full indemnity basis and net of any GST input tax credits to which those indemnified are entitled) howsoever arising that those indemnified may suffer, incur or sustain as a result of any breach of the Commonwealth Agreement by the Company.

26.3 Reduction of indemnity

The indemnities given by an indemnifying Party pursuant to clause 26.1 and the Company under clause 26.2 shall be reduced proportionately to the extent that the liability, loss, harm, damage, cost or expense referred to in clauses 26.1 and 26.2 was caused or contributed to by any unlawful or negligent act or omission by any of those indemnified or any of its directors, officers, employees, agents or contractors.

26.4 Indemnity where there is joint use

If

- (a) two or more indemnifying parties (“the Joint Users”) jointly exercise their rights to Centre IP or Background IP granted under this agreement;
- (b) one of the Joint Users suffers or incurs a liability, loss, harm, damage, cost or expense in connection with the joint exercise of rights to Centre IP or Background IP granted under this agreement; and
- (c) the law does not operate to apportion liability between the Joint Users,

then the liability of a Joint User to a third party must be shared by all of the Joint Users in proportion to:

- (i) the exercise by the Joint Users of rights to the Background IP or Centre IP that gave rise to the claim by the third party; and
- (ii) the extent to which a Joint User was responsible for the liability owed to the third party being an amount determined on a just and equitable basis.

26.5 Consequential losses

Nothing in clauses 26.1 and 26.2 will render a Party liable for any special, indirect or consequential loss or damages (including loss of income or profits, and loss of expectation of income or profits) arising under or pursuant to this agreement.

26.6 Notification of acts

Each of those indemnified under clauses 26.1, and 26.2 must promptly notify every indemnifying Party of any event or circumstance that may reasonably give rise to those indemnified relying upon the indemnities in clauses 26.1 and 26.2.

26.7 Survival

The obligations under clauses 26.1 and 26.2 are continuing obligations, separate and independent of each Party's other obligations and shall survive the expiration or, where relevant, earlier termination of this agreement and will continue to apply (both as a right and as an obligation) to any Party who is expelled or retires from the Centre.

26.8 Indemnity of the Company as trustee

The Company is entitled to be indemnified out of the assets of a particular trust created by, or pursuant to, this agreement for any liability incurred by the Company as trustee of that particular trust (other than for breach of trust or breach of fiduciary duty). This entitlement survives the termination of this agreement.

27. Insurance

27.1 Obligation to insure

Each Party must effect and maintain adequate insurance that a prudent person participating in the Activities would maintain, to cover its participation in the Activities, including all Projects in which it participates. Such insurance must cover loss or damage the Participant may suffer or any liability the Participant may incur in connection with its participation in the Activities, and must include adequate run-off cover after this agreement has expired or terminated with respect to the Participant.

27.2 Act as own insurer

- (a) A Participant may act as its own insurer provided that it receives the consent of the Company.
- (b) The Parties agree and acknowledge that the following parties may act as their own insurer:
 - (i) State of Western Australia represented by the Director General of Agriculture
 - (ii) The Conservation and Land Management Executive Body, as established under section 36 of the Conservation and Land Management Act 1984 (WA)
 - (iii) State of South Australia through its Department of Primary Industries and Resources trading as SARDI
 - (iv) State of Victoria by its Department of Primary Industries
 - (v) State of South Australia through its Department of Water, Land and Biodiversity Conservation
 - (vi) NSW Department of Primary Industries for and on behalf of the State of New South Wales

- (vii) NSW Department of Environment and Climate Change for and on behalf of the State of New South Wales.

27.3 Evidence of insurance

Within 10 Business Days of a request, each Participant must provide the Company with a certificate of currency of its relevant insurance policies as requested by the Company from time to time.

Part I Changes

28. Amendments

28.1 Variation to be in writing

Subject to clause 7.2, no agreement or understanding varying this agreement shall be legally binding unless it is in writing signed by all Parties.

28.2 Commonwealth approval

Any changes to this agreement that require the prior approval of the Commonwealth under the Commonwealth Agreement being changes which:

- (a) affect the Company's ability to comply with any of its obligations under the Commonwealth Agreement, particularly clauses 5.1 and 5.3 of the Commonwealth Agreement; or
- (b) changes the Participants from those listed in Schedule 7 of the Commonwealth Agreement (including an admission of new Parties under clause 29 of this agreement or the retirement or expulsion from the Centre under clause 30 of this agreement),

must not be made without such prior written approval of the Commonwealth.

29. Admission of new Parties

29.1 Admission

Subject to the Commonwealth Agreement, the Parties may, from time to time, by a resolution of the Parties at that time by a majority not less than that specified in item 7 of the Centre Details (each Party having one vote):

- (a) decide to admit any person to be a new party to this agreement; and
- (b) set the terms of its admission.

29.2 Deed of accession

On the admission of any new Party to this agreement, the new Party will be required by deed signed by the Company, the new Party and any Participant who has not authorised the Company to be its variation agent pursuant to clause 7.2 to acknowledge the receipt of a copy of this agreement and to confirm and agree to be bound by the provisions of this agreement, as if the new Party was a signatory to this agreement.

29.3 Membership of Company

On the admission of any new Party to this agreement, the Parties agree to admit the new Party to membership of the Company in accordance with clause 4.5 and the Constitution if requested by the new Party.

30. Retirement and expulsion from the Centre

30.1 Retirement and expulsion from the Centre

Subject to the Commonwealth Agreement and this clause 30:

- (a) a Participant may retire from the Centre by giving 12 months' notice to each other Party (or such shorter period as the Company may accept, provided that the Participant pays to the Company all the cash Contributions payable for the period of 12 months); and
- (b) a Participant (the **Defaulting Participant**) may be expelled from the Centre by the resolution of at least 75% of all other Participants at that time (each Participant having one vote), provided Due Cause has arisen with respect to the Defaulting Participant and remains unremedied after 21 days following notice to the Defaulting Participant.

30.2 Due Cause

For the purposes of clause 30.1, Due Cause means:

- (a) failure to make Contributions when required by this agreement or Project Details (including a Third Party Project Agreement) unless otherwise agreed by the Parties;
- (b) unauthorised disclosure of Confidential Information;
- (c) unauthorised publication of information or material arising from the Activities;
- (d) unauthorised use or Commercialisation of Centre IP or Background IP;
- (e) proposed changes to Specified Personnel that are contrary to the Commonwealth Agreement and likely to adversely affect the Centre's performance with respect to the Centre Objectives;
- (f) any other material breach of this agreement or Project Details (including a Third Party Project Agreement);
- (g) becoming insolvent, bankrupt or being subject to the appointment of a mortgagee, a receiver or manager or an investigator to investigate its affairs, or making any arrangement or composition for the benefit of creditors or being the subject of winding up proceedings;
- (h) assignment of its rights or obligation under this agreement other than in accordance with clause 50.2.
- (i) such other matters as the Parties other than the Party to be expelled may by unanimous decision reasonably and properly declare to be a due cause.

30.3 Consequences

- (a) If a Party is expelled or retires from the Centre, the Party:
 - (i) will cease to be a Party to this agreement;
 - (ii) retains any rights it has to beneficial ownership of Centre IP and a share of Net Commercialisation Income with respect to such Centre IP;
 - (iii) relinquishes all rights under this agreement other than those specified in clause 30.3(a)(ii);
 - (iv) will cease to be a member of the Company;
 - (v) will cease to be a Project Party with respect to any Project, except any Project for which a Third Party Project Agreement in force to which it remains a party in which case it remains a party in accordance with its terms; and
 - (vi) will be relieved of its obligation to make further Contributions, other than those cash Contributions that constitute a debt due to the Company under clause 8.1(b) and Contributions required to be made under any Third Party Project Agreement in force to which it remains a Party
 - (vii) will continue to make Assets available for the Activities in accordance with clause 11.
- (b) The retirement or expulsion of any Party from the Centre:

- (i) will not affect the enforceability of any other obligations of that Party or rights against that Party accrued at that time;
- (ii) will not affect the licence granted by that Party pursuant to clause 15.4 in relation to any Background IP required to continue Projects in which the Party was a Project Participant before the retirement or expulsion;
- (iii) will not relieve the Party of the obligations imposed upon it under this clause 30 and clauses 6.2(b) (Provision of information to Company), 22 (Centre IP), 23 (Commercialisation), 26 (Indemnities), 31 (Effect of Termination), 33 (IP in Contract Material under Commonwealth Agreement), 34 (Commonwealth Confidential Information), 37 (Safe and ethical research), 38 (Privacy), 39.2 (Access to premises by Commonwealth) and 42 (Confidential Information); and
- (iv) will not relieve the remaining Parties of their obligations under this agreement and they shall continue to carry on the Activities and perform the terms of this agreement between them.

31. Effect of termination

31.1 Expiration

Unless the Parties otherwise agree, this agreement will terminate upon expiration of the Term in accordance with clause 2.

31.2 Accrued rights and obligations

Termination of this agreement for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the time of termination.

31.3 Centre IP

Notwithstanding the termination of this agreement, unless the Parties agree otherwise (including pursuant to clause 24.1), ownership of Centre IP will not change and the Company will remain responsible for Commercialisation of Centre IP.

32. Continuing obligations

Unless agreed otherwise by the Parties, on the termination of this agreement the Parties and any former Parties shall continue to be bound by the obligations under clauses 6.2(b) (Provision of information to Company), 22 (Centre IP), 24 (end of trustee appointment), 26 (indemnities), 27 (insurance), 30 (retirement and expulsion), 33 (IP in Contract Material under Commonwealth Agreement), 34 (Commonwealth Confidential Information), 37 (Safe and ethical research), 38 (Privacy), 39.2 (Access to premises by Commonwealth) and 42 (confidentiality) (to the extent that these obligations are applicable to them).

Part J Commonwealth Agreement obligations and liabilities

33. IP in Contract Material under Commonwealth Agreement

33.1 Participant acknowledgment

Each Participant acknowledges and agrees that:

- (a) subject to the licence granted under clause 11.2 of the Commonwealth Agreement, Intellectual Property in the Contract Material does not vest in the Commonwealth;
- (b) the licence granted by the Company to the Commonwealth under clause 11.2 of the Commonwealth Agreement applies in relation to any material provided by a Participant to the Company under this agreement which would constitute Contract Material;

- (c) any Commercialisation or utilisation of the Intellectual Property in Contract Material must:
 - (i) maximise the national benefits accruing to Australia, including Australian industry, and the Australian economy generally; and
 - (ii) be consistent with the Objective of the CRC Programme,
- (d) for the purposes of clause 33.1(b), the maximum national benefits accruing to Australia will be deemed to have been delivered where the Intellectual Property in Contract Material is Commercialised or otherwise made available in a way that results in industry expansion or activity within Australia. Where there are no opportunities for Commercialisation within Australia and the Commercialisation of Intellectual Property occurs in a country other than Australia, the Intellectual Property must be Commercialised in such a way that substantial national benefits will accrue to Australia.
- (e) if at any time, the Commonwealth is of the reasonable view that the Company, including by any third party, is not Commercialising or utilising the Intellectual Property as contemplated by clauses 33.1(b), 33.1(d), and 33.4 below, the Commonwealth may, by notice at its sole and unfettered discretion:
 - (i) withhold any further payment of the Commonwealth Funding;
 - (ii) reduce the amount of Commonwealth Funding;
 - (iii) require the Company to repay some or all of the Commonwealth Funding spent Commercialising or utilising Intellectual Property contrary to the requirements of clause 11 of the Commonwealth Agreement; or
 - (iv) exercise any right it may have under the Commonwealth Agreement including termination under clause 19 of that agreement.

33.2 Procedures for publication of Contract Material

Subject to clause 41, each Participant must at all times during the Funding Period have in place and adhere to documented procedures to ensure that, before any Contract Material is published or disclosed to any person other than the Commonwealth, a Participant or the Company, consideration is given to the potential prejudice to the subsistence or Commercialisation of any Intellectual Property in that material, including the possibility that publication or disclosure might preclude the grant of a patent or cause the loss of Intellectual Property. Nothing in this clause prevents a Participant from publishing Contract Material where the Participant has a statutory obligation to do so.

33.3 Endeavours to Commercialise Intellectual Property in Contract Material

Each Party must use its best endeavours to ensure that any Intellectual Property in Contract Material developed as part of the Activities (but not including reports or other such Material to be provided to the Commonwealth for the Commonwealth's benefit) is whenever possible Commercialised or otherwise utilised.

33.4 Consistency

Each Party must ensure that any Commercialisation or utilisation of Intellectual Property in Contract Material, including by any third party, is consistent with the nature of the Activities and the purpose of the Commonwealth Funding and undertaken in accordance with the Commercialisation and Utilisation Plan described in Schedule 1 of the Commonwealth Agreement.

34. Commonwealth Confidential Information

34.1 No disclosure without approval

Subject to clause 34.3, each Participant must not disclose any Commonwealth Confidential Information to a third party, other than to another Participant, the Company or a Supporting Participant, for the purposes of undertaking the Activities, without the prior written approval of the Commonwealth.

34.2 Conditions of approval

Each Participant acknowledges and agrees that:

- (a) in giving written approval, the Commonwealth may impose conditions as it thinks fit, and each Participant agrees to comply with the conditions;
- (b) the Commonwealth may at any time require the Participant to arrange for any person engaged in, or in relation to, the performance or management of this agreement, to give written undertakings, in a form required by the Commonwealth, relating to the non-disclosure of Commonwealth Confidential Information;
- (c) if the Participant receives a request under paragraph (b) above, it must promptly arrange for all required undertakings to be given.

34.3 Non-application of confidentiality obligations

- (a) The obligations on the Participants under this clause will not be taken to have been breached if the Commonwealth Confidential Information:
 - (i) is required by law to be disclosed; or
 - (ii) is disclosed by a Minister of the Crown and is information that concerns the conduct or operation of an agency of the Minister; or
 - (iii) is in the public domain otherwise than due to a breach of this clause.
- (b) The Conservation and Land Management Executive Body may disclose Commonwealth Confidential Information to its responsible Minister if there is subsisting a confidentiality agreement in place permitting the disclosure. On terms agreed between the Commonwealth, Commonwealth Confidential Information, the Minister (by or through the Minister's relevant department), and the Company.

34.4 No limitation

Nothing in this clause limits a Participant's obligations under clause 38 or clause 39.

35. Relationship with Commonwealth

Each Participant must not by virtue of this agreement:

- (a) be or for any purpose be deemed to be, an employee, partner or agent of the Commonwealth;
- (b) represent itself, and must ensure that its employees, partners, agents or sub-contractors do not represent themselves, as being the Commonwealth's employees, partners or agents.

36. Compliance with law and policy

36.1 Agreement to comply with law

Each Participant must in carrying out this agreement, comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority.

36.2 Acknowledgment of effect of Criminal Code etc.

Each Participant acknowledges that:

- (a) Chapter 7 of the Criminal Code provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (b) it is aware that giving false or misleading information is a serious offence under the Criminal Code;

- (c) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than a person to whom the Participant is authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;
- (d) in respect of data, including personal information, held in connection with this agreement, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this agreement is an offence under Part 10.7 of the Criminal Code which may attract a substantial penalty, including imprisonment;
- (e) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets; and
- (f) it is aware of its obligation under the *Charter of The United Nations Act 1945* and the Charter of United National (Anti-Terrorism Measures) Regulations 2002.

36.3 Obligations relating to officers etc.

Each Participant undertakes with respect to any officer, employee, agent or subcontractor who will have access to documents, materials or information within the meaning of section 79 of the *Crimes Act 1914* that prior to having access the officer, employee, agent or subcontractor will first be required by the Participant to provide the Participant with an acknowledgment that the officer, employee, agent or subcontractor is aware of the provisions of the section.

36.4 Other legislation

Each Participant must:

- (a) comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999*;
- (b) in its dealings with its employees, have due regard to Commonwealth policies on employment, including the *Workplace Relations Act 1996*, and obligations under relevant occupational health and safety laws.

37. Safe and ethical research

37.1 Compliance with codes

When research in Australia is conducted on or involving humans or animals, each Participant, in relation to any such research conducted by the Participant for the Centre, must ensure that the research complies with, and that it observes, all relevant ethics codes and guidelines adopted by the National Health and Medical Research Council, the Office of the Gene Technology Regulator and all other relevant regulatory agencies operating in Australian and any place in which the research is being conducted being codes and guidelines in force from time to time during the Term, including requirements to obtain prior approval in writing (including from any relevant ethics committee) that the research to be undertaken is so compliant.

37.2 Assistance to Commonwealth

Each Participant must assist the Company to comply with clause 28.2 of the Commonwealth Agreement.

37.3 Ionising radiation

When conducting research in Australia which involves the use of ionising radiation, each Participant must ensure that persons performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority.

37.4 Evidence of compliance

Whenever reasonably required by the Company or the Commonwealth, each Participant must promptly furnish to the Company or the Commonwealth written evidence of compliance with the requirements of this clause.

38. Privacy

38.1 Agreement to comply with privacy law

Each Participant agrees to comply with its obligations, if any, under:

- (a) the Privacy Act 1988 (Cth); and
- (b) a privacy law of a State or Territory,

(Privacy Legislation).

38.2 Procedures

Subject to clause 38.1, where a Participant has no obligations under the Privacy Legislation, that Participant agrees to ensure that it has procedures in place to deal with Personal Information received, created or held by it for the purposes of this agreement which comply at a minimum with the National Privacy Principles under the *Privacy Act 1988 (Cth)*.

38.3 Obligations

Each Participant agrees:

- (a) to use Personal Information received, created or held by it for the purposes of this agreement only to fulfil its obligations under this agreement;
- (b) to ensure that any person whom it allows to access Personal Information which is received, created or held by the Participant for the purposes of this agreement is made aware of, and undertakes in writing, to comply with the requirements of this clause 38;
- (c) to ensure that any subcontract made by it in connection with this agreement contains enforceable obligations requiring the subcontractor to comply with the obligations in this clause, as if the subcontractor were the Participant; and
- (d) to cooperate with reasonable requests or inquiries made by the Federal Privacy Commissioner or the Commonwealth in relation to the management of Personal Information by it in connection with this agreement.

Part K Other matters

39. Records and access

39.1 Maintenance of records

Each Participant must:

- (a) ensure its records and accounting books in relation to the Activities are maintained in accordance with applicable Australian accounting standards and controls; and
- (b) either maintain such records and accounting books for a period 7 years after the termination of this agreement or, if it decides not to do so, must instead deliver them to the Company or other person as directed by the Company.

39.2 Access to premises and records

Each Participant must:

- (a) ensure that at all reasonable times upon reasonable prior notice from the Company it provides the Commonwealth and its agencies (including the persons outlined in clause 26 of the Commonwealth Agreement) with:
 - (i) reasonable access to its premises, records and staff involved in a Project; and

- (ii) reasonable assistance to:
 - (A) inspect the performance of the Participant;
 - (B) locate and inspect records; and
 - (C) make copies of records and remove those copies, relevant to the operations of the Centre as it applies to that Participant;
- (b) at all reasonable times allow the Company and its directors, officers, employees, agents and contractors to:
 - (i) access the part of the Participant's premises where the Activities are being conducted and view the performance of the Project; and
 - (ii) access, inspect and copy material, records, accounts and other financial material relevant to the Activities, including for the purposes of an audit; and
- (c) ensure that any sub-contract entered into by it for the purpose of this agreement contains an equivalent clause granting the rights specified in this clause 39.

39.3 Limitation on access

Notwithstanding clause 39.2(b), a Participant granting access (**Host**) to the Company, or its directors, officers, employees, agents or contractors, may impose as a condition, that the Company directors, officers, employees, agents and contractors execute an agreement, in a form acceptable to the Host, which:

- (a) sets out reasonable terms of the visit, including compliance with the Host's reasonable policies and guidelines;
- (b) contains reasonable obligations of confidentiality and non-disclosure that protect the interests of the Host;
- (c) reasonably addresses the liability of the Parties in the event of injury to the Company or its directors, officers, employees, agents or contractors while visiting the premises; and
- (d) contains obligations of compliance with relevant security and workplace health and safety legislation.

39.4 Commonwealth right of access

The Commonwealth's rights referred to in clause 39.2(a) are subject to:

- (a) the provision of reasonable prior notice to the Participant; and
- (b) reasonable security and safety procedures of the Participant,

except that paragraph (a) will not apply if a matter is being investigated which, in the opinion of a member of the National Investigations Unit in the Department, or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law.

40. Student involvement

Participants who have enrolled students who are involved in the Activities, or who have students under their supervision, acknowledge and agree that:

- (a) they must ensure that those students comply with clause 42 (Confidential Information);
- (b) they must ensure that Centre IP developed by the student is owned in accordance with clause 22 (Centre IP), provided that the student will own the copyright in his or her thesis;
- (c) the only restrictions on publishing a student's thesis will be those reasonably necessary to protect Party Confidential Information, Background IP, Centre IP or Centre Confidential Information;

- (d) the Company will not inhibit the right of a student to have his or her thesis examined, but an examiner may be required to sign a confidentiality agreement to protect Confidential Information; and
- (e) before a student becomes involved in any Activities, the Company may require that the student and the institution in which the student is enrolled enter into a written agreement, in a form approved by the Company, setting out the terms on which the student is involved in the Activities, which shall be consistent with the principles in this clause 40.

41. Publications

41.1 Publication of information or material

The Parties acknowledge that the dissemination of knowledge is an important function of the Centre. Nonetheless, the Parties shall not publish any information or material arising from the Activities except in accordance with this clause 41.

41.2 Publication by the Company

The Company may publish information or material arising from the Activities if it decides at its absolute discretion that the benefits of publication, having regards to the Centre Objectives, outweigh any potential loss of commercially valuable Intellectual Property rights or other potential disadvantage for the Company or the Centre.

41.3 Request for permission

At least 30 days prior to any submission for publication, a Participant wishing to publish information or material arising from the Activities (**Requesting Party**) must forward a request in writing to the Company, seeking permission to publish the information or material, and specifying in the request any Centre IP or Centre Confidential Information contained or referred to in the proposed publication.

41.4 Notification

The Company must notify the Requesting Party of its decision as to publication of the relevant information or materials within 30 days of receipt of a request. The Company's permission may be subject to any conditions that the Company may reasonably impose, including a requirement that the publication comply with any relevant provisions of the Commonwealth Agreement, and include acknowledgments of:

- (a) the Centre's role in and contribution to the creation of the information or material in the publication; and
- (b) the Requesting Party's affiliation with the Centre.

41.5 Grant of permission

If the Company decides in its absolute discretion that the benefits of the Requesting Party's publication, having regards to the Centre Objectives, outweigh the potential loss of commercially valuable Intellectual Property rights or other potential disadvantage for the Company or the Centre, then the Company will notify the Requesting Party that permission to publish has been granted, and notify the other Parties to that effect.

41.6 Declining permission

If the Company decides in its absolute discretion that the benefits of publication, having regards to the Centre Objectives, do not outweigh the potential loss of commercially valuable Intellectual Property rights or other potential disadvantage for the Company or the Centre, then the Company will notify the Requesting Party to that effect, giving reasons for the decision, and either:

- (a) suggest alterations to the publication so that it does not disclose information affecting the commercially valuable Intellectual Property rights; or
- (b) if altering the publication is impractical, delay publication for a stipulated period as determined by the Governing Board, but not exceeding 12 months from the date of the request in the case of a student thesis.

41.7 Failure by Company to respond

If the Company does not notify the Requesting Party of its decision as to publication of the relevant information or materials within 30 days of receipt of a request, the Company is deemed to have consented to the publication and the Requesting Party is free to publish in the manner requested.

41.8 Party Confidential Information

Notwithstanding the other provisions of this clause 41, no Party may publish any information or material containing Party Confidential Information of a Party unless authorised by that Party or unless the use is permitted by clause 42.2 or an exception in clause 42.3 applies.

41.9 Recognition

Subject always to clause 44, each Participant must ensure that any publication which it makes pursuant to this clause 41 acknowledges the contributions (if any) made by other Participants and the support of the Commonwealth and the Company:

- (a) unless directed otherwise by a Participant to be acknowledged or by the Commonwealth or the Company (as the case requires); and
- (b) provided that a Participant may not use the logo of any other Party without the prior written consent of that Party.

42. Confidential information**42.1 Obligation**

Except as otherwise provided in this clause 42, each Party must keep confidential and not disclose any Confidential Information.

42.2 Permitted use and disclosure

Each Party may:

- (a) use Confidential Information only for the purposes of this agreement;
- (b) if the Party is the Company, use and disclose Centre Confidential Information as required at its discretion for the purposes of this agreement or otherwise for the purposes of the Centre Objectives;
- (c) disclose Confidential Information to its:
 - (i) employees;
 - (ii) directors and officers; and
 - (iii) legal, financial or other professional advisers
 - (iv) a student actively involved in a Project, but only if the student has signed a confidentiality agreement upon reasonable terms required by the Company (if it so requires)

who have a need to know for the purposes of this agreement (and only to the extent that each has a need to know), provided the disclosure is made subject to an obligation of confidentiality in accordance with clause 42.6;

- (d) use and disclose Confidential Information where authorised under Project Details;
- (e) disclose Confidential Information to the extent required by law; and
- (f) if the Party is
 - (i) the Commonwealth or a State,

- (ii) The Conservation and Land Management Executive Body, as established under section 36 of the *Conservation and Land Management Act 1984 (WA)*

disclose Confidential Information to its responsible Minister or in response to a request by a House or a Committee of its Parliament.

42.3 Exceptions

- (a) The obligations imposed on a Party by this clause 42 will not apply to Confidential Information which:
 - (i) prior to disclosure is in the public domain or subsequent to disclosure to the Party becomes part of the public domain other than as a result of an unauthorised act or failure to act by that Party;
 - (ii) is received by a Party from a third Party without any obligation to hold in confidence and which has not been obtained by that third Party directly or indirectly from any Party;
 - (iii) is independently developed by an employee or officer of the Party owing the obligation of confidentiality while having no knowledge of the Confidential Information;
 - (iv) in the case of Party Confidential Information, the Party claiming confidentiality has agreed may be disclosed by that other Party; or
 - (v) in the case of Centre Confidential Information, the Company has agreed may be disclosed by that other Party.
- (b) A Party is not obliged to maintain the confidentiality of its own Party Confidential Information.

42.4 Onus

The receiving Party has the onus of showing that any of the above exceptions apply.

42.5 Combination of information

A combination of information will not be taken to be in the public domain merely because it contains information in the public domain.

42.6 Employees

Each Party must use its reasonable efforts to ensure that:

- (a) its respective employees, directors, officers and advisers who participate in the Activities or acquire access to Confidential Information, must comply with the obligation of confidentiality under this clause 42 as though Parties to this agreement; and
- (b) any of the above mentioned employees, directors, officers and advisers who cease to be employees, directors, officers or advisers must continue to be bound by such obligations of confidentiality.

42.7 Survival

The obligations of confidentiality imposed on a Party will survive termination of this agreement or the Party's expulsion or retirement from the Centre.

43. Public announcements

The Company is principally responsible for making public announcements about the Centre and a Participant must not make any public announcement in relation to the Centre or this agreement without obtaining the Company's approval, except if required by law or a regulatory body (including a relevant stock exchange), in which case the Participant required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of the Company and each other Participant.

44. Use of Party's name & CRC Indicia

44.1 Use of Party's name

A Party must not use the name or logo of any other Party without the prior written consent of that other Party.

44.2 Sub-licence to use CRC Indicia

- (a) The Company grants each Participant a non-exclusive licence to use the CRC Indicia, during the Funding Period, subject to any reasonable conditions required by the Commonwealth (as notified by the Company to the Participants).
- (b) Unless otherwise agreed in writing with the Company, during the Funding Period, each Participant must ensure that all publications and publicity by the CRC use the CRC indicia prominently, in any manner specified by the Commonwealth (as notified by the Company to the Participants), from time to time.
- (c) Unless otherwise agreed in writing with the Company:
 - (i) at the end of the Funding Period, each Participant must cease using the CRC Indicia; or
 - (ii) at the time that a Participant is expelled or retires from the Centre, that Participant must cease using the CRC Indicia.
- (d) During the Term, each Participant must ensure that all publications (including reprints) and publicity relating to the Activities of the CRC, whether published by the Participant or other persons:
 - (i) contain an acknowledgment as is required by the Commonwealth (as notified by the Company to the Participants from time to time) of the funding of the Activities of the CRC by the Australian Government; and
 - (ii) refer to the CRC Programme.

45. Conflicts

45.1 Definition of Conflict

For the purposes of this clause 45, **Conflict** means any matter, circumstance, interest, or activity affecting a Party (including the officers, employees, agents and subcontractors of the Party) which may or may appear to impair the ability of the Party (**Affected Party**) to carry out its part of the Activities diligently and independently in accordance with this agreement.

45.2 Warranty

- (a) Each Party warrants to the other Parties that, to the best of its knowledge after making diligent enquiries, at the date of signing this agreement no Conflict exists or is likely to arise in the performance of that Party's obligations under this agreement.
- (b) For the avoidance of doubt, any Conflict declared by a Participant is not material where researchers in the Participant organisation conduct research in competition with the Centre if:
 - (i) those researchers are not involved in the Activities; and
 - (ii) the researchers have not received Confidential Information related to the Centre.

45.3 Dealing with Conflict

If, a Conflict arises, or appears likely to arise, the Affected Party agrees to:

- (a) notify the other Parties immediately;
- (b) subject to any obligations to maintain confidentiality, make full disclosure of all relevant information relating to the Conflict to the other Parties; and

(c) take such steps as the Company may reasonably require to resolve or otherwise deal with the Conflict.

45.4 Register of Conflicts

The Company will maintain a register of Conflicts disclosed under this agreement.

46. Dispute resolution

46.1 No arbitration or court proceedings

If a dispute arises out of this agreement (**Dispute**), a Party must comply with this clause 46 before starting arbitration or court proceedings (except proceedings for interlocutory relief).

46.2 Notification

A Party claiming a Dispute has arisen must give the other Parties to the Dispute notice setting out details of the Dispute.

46.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 46.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must either:

- (a) if the Dispute relates to a matter of valuation, refer the Dispute to a valuer in accordance with clause 46.4; or
- (b) refer the Dispute to a mediator if one of them requests.

46.4 Independent valuation

If the Dispute relates to a matter of valuation the Dispute will be determined by a valuer agreed by the Parties involved in the Dispute or otherwise appointed by the President or acting President of the Institute of Chartered Accountants in Australia.

46.5 Appointment of mediator

If the Parties to the Dispute cannot agree on a mediator within seven days after a request under clause 46.3, the chairman of LEADR or the chairman's nominee will appoint a mediator.

46.6 Role of mediator

The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party to the Dispute except if the Party agrees in writing.

46.7 Confidentiality

Any information or documents disclosed by a Party under this clause 46:

- (a) must be kept confidential; and
- (b) may only be used to attempt to resolve the Dispute.

46.8 Costs

Each Party to a Dispute must pay its own costs of complying with this clause 46. The Parties to the Dispute must equally pay the costs of any mediator.

46.9 Termination of process

A Party to a Dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 46.1 to 46.3. Clauses 46.7 and 46.8 survive termination of the dispute resolution process.

47. GST

47.1 Meaning of words

In this clause 47:

- (a) **GST exclusive consideration** means the consideration payable or to be provided for a Supply, but for the application of this clause 47;
- (b) **Recipient** means a Party to whom a Supply is made;
- (c) **Supply** means a supply made under or in connection with this agreement;
- (d) **Supplier** means a Party making a Supply; and
- (e) words or expressions that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 47.

47.2 Presumption

Any consideration to be paid or provided for a Supply, unless specifically described in this agreement as 'GST-inclusive', does not include an amount on account of GST.

47.3 Gross-up

Despite any other provision in this agreement if a Supplier makes a Supply on which GST is imposed (not being a Supply the consideration for which is specifically described in this agreement as 'GST-inclusive'):

- (a) the GST-exclusive consideration for that Supply, is increased by, and the Recipient must also pay to the Supplier, an amount equal to the GST-exclusive consideration multiplied by the prevailing rate of GST; and
- (b) the amount by which the GST-exclusive consideration is increased under clause 47.3(a) must be paid to the Supplier by the Recipient without set-off, deduction or requirement for demand, at the same time as the GST-exclusive consideration is payable or to be provided.

47.4 Reimbursement or indemnification

If a payment to a Party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.

47.5 Tax invoices

A Recipient need not make a payment for a taxable Supply until the Supplier has given the Recipient a tax invoice for the Supply to which the payment relates.

48. Force majeure

48.1 Definition

- (a) In this clause 48, a **Force Majeure Event** affecting a Party means, subject to clause 48.1(b), anything outside that Party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, labour shortage and failure or delay in transportation and act or omission (including laws, regulations, disapprovals or failures to approve) of any third person (including but not limited to, subcontractors, customers, governments, government agencies or Statutory Authorities).
- (b) If a Party to this agreement is a government agency or Statutory Authority it will not be within the reasonable control of that Party merely because that Party is part of the government that has the legal capacity to perform an act or omission that may otherwise constitute a Force Majeure Event.

48.2 Suspension of obligation

Where a Party is unable, wholly or in part, by reason of a Force Majeure Event, to carry out any obligation under this agreement (other than an obligation to pay money), and that Party:

- (a) gives each other Party prompt notice of that Force Majeure Event including reasonable particulars, and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and
- (b) uses all possible diligence to remove that force majeure as quickly as possible,

that obligation is suspended so far as it is affected by the Force Majeure Event during the continuance of that Force Majeure Event and that Party will be allowed a reasonable extension of time to perform its obligations.

48.3 Parties to meet

If, after 30 days, the Force Majeure Event has not ceased, the Parties will meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution.

48.4 Exceptions

Nothing in this clause 48:

- (a) affects any obligation to pay money, or
- (b) requires the settlement of strikes, lockouts or other labour disputes or claims or demands on terms contrary to the Rules or policies of the Party affected.

48.5 Levy Funds

If:

- (a) a statutory levy is attached to a Party and their Contribution is dependant upon the continuation of legislation providing for the collection of the levy and the payment of government matching payments; and
- (b) that levy or the government matching payments are reduced to such an extent that the Party is unable to make its Contribution,

then the change in that levy and government matching payments will be considered to be a Force Majeure Event for the purposes of this clause 48 and that Party's obligations to pay money will be suspended in accordance with this clause 48.

49. Notices and other communications

49.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the General Details, as varied by any Notice given by the recipient to the sender.

49.2 Effective on receipt

A Notice given in accordance with clause 49.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);

- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

50. General

50.1 Approvals and consents

Except where this agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this agreement.

50.2 Assignment

No Party may assign or attempt to assign or otherwise transfer or encumber any right or obligation arising out of this agreement except with the written consent of the other Parties.

50.3 Sub-contracting

A Party shall not sub-contract the performance of a substantial part of the Activities of the Centre, except with the prior approval of the Company.

50.4 Costs

Each Party must pay its own costs of negotiating, preparing and executing this agreement.

50.5 Survival

The continuing obligations described in clause 32 are independent and survive termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.

50.6 Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

50.7 No merger

The rights and obligations of the Parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

50.8 Entire agreement

With the exception of the Constitution and the Project Details, this agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

50.9 Further action

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this agreement and any transaction contemplated by it.

50.10 Severability

A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the terms of this agreement continue in force.

50.11 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of

that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

50.12 Governing law and jurisdiction

This agreement is governed by the law of the Applicable Jurisdiction and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Applicable Jurisdiction.

Signing page

Signed for Future Farm Industries CRC Limited by an authorised officer in the presence of

[Handwritten signature]

Signature of witness

SARAH COLOMBERA

Name of witness (print)

[Handwritten signature]

Signature of officer

MARK STICKELLS

Name of officer (print)

COMPANY SECRETARY

Office held

Signed for Australian Wool Innovation Limited by an authorised officer in the presence of

Signature of witness

Name of witness (print)

Signature of officer

Craig Welsh

Name of officer (print)

Chief Executive Officer

Office held

Signed for Charles Sturt University by an authorised officer in the presence of

Signature of witness

Name of witness (print)

Signature of officer

Name of officer (print)

Office held

Signed for Commonwealth Scientific and Industrial Research Organisation by an authorised officer in the presence of

Signature of witness

Name of witness (print)

Signature of officer

Name of officer (print)

Office held

Signing page

Signed for Future Farm Industries CRC Limited by an authorised officer in the presence of

Signature of officer ←

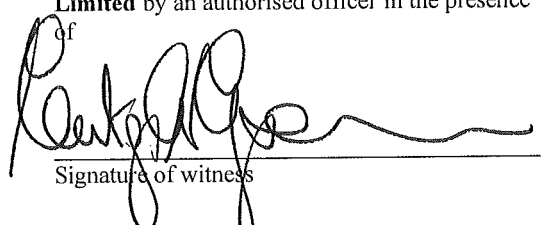
Signature of witness ←

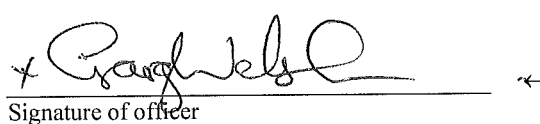
Name of officer (print)

Name of witness (print)

Office held

Signed for Australian Wool Innovation Limited by an authorised officer in the presence of


Signature of witness ←


Signature of officer ←

Craig Welsh
Name of officer (print)

CHRISTOPHER CHAPMAN
Name of witness (print)

Chief Executive Officer
Office held

AWS - SECRETARY
27 JUNE 2007.

Signed for Charles Sturt University by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for Commonwealth Scientific and Industrial Research Organisation by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signing page

Signed for Future Farm Industries CRC Limited by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for Australian Wool Innovation Limited by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

← Craig Welsh

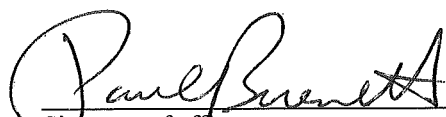
Name of officer (print)

Name of witness (print)

Chief Executive Officer

Office held

Signed for Charles Sturt University by an authorised officer in the presence of



Signature of officer ←



Signature of witness ←

Pro-Vice-Chancellor
Centre for Research and Graduate Training

Name of officer (print)

KATRINA BARRETT

Name of witness (print)

PAUL BURNETT

Office held

Signed for Commonwealth Scientific and Industrial Research Organisation by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signing page

Signed for Future Farm Industries CRC Limited by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for Australian Wool Innovation Limited by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

← Craig Welsh

Name of officer (print)

Name of witness (print)

Chief Executive Officer

Office held

Signed for Charles Sturt University by an authorised officer in the presence of

Signature of officer ←

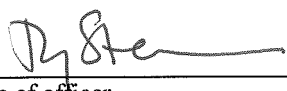
Signature of witness ←

Name of officer (print)

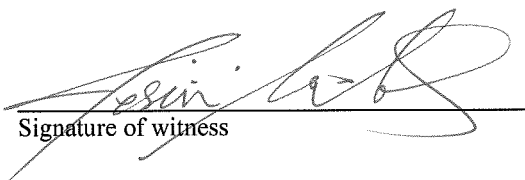
Name of witness (print)

Office held

Signed for Commonwealth Scientific and Industrial Research Organisation by an authorised officer in the presence of



Signature of officer ←



Signature of witness ←

← DR JACK STEELE

Name of officer (print)

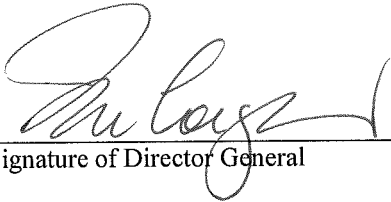
JESMINI AMBIKAPATHY

Name of witness (print)


CHIEF OF STAFF

Office held
CSIRO BUSINESS SERVICES

Signed for State of Western Australia by the Director General of Agriculture in the presence of



Signature of Director General ←



Signature of witness ←

R.A. NUXSEN

Name of witness (print)

Signed for The Conservation and Land Management Executive Body, as established under section 36 of the *Conservation and Land Management Act 1984 (WA)* by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for and on behalf of the State of South Australia acting through the Department of Primary Industries and Resources trading as SARDI by the Minister for Agriculture Food and Fisheries in the presence of:

Signature of Minister ←

Signature of witness

Name of Minister (print)

Name of witness (print)

Signed for Agriculture Victoria Services Pty Ltd (which enters into this agreement as agent on behalf of the State of Victoria through its Department of Primary Industries) by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for State of Western Australia by the Director General of Agriculture in the presence of

Signature of Director General ←

Signature of witness ←

Name of witness (print)

Signed for The Conservation and Land Management Executive Body, as established under section 36 of the *Conservation and Land Management Act 1984 (WA)* by an authorised officer in the presence of

Signature of officer ←

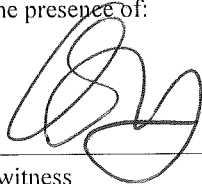
Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for and on behalf of the State of South Australia acting through the **Department of Primary Industries and Resources trading as SARDI** by the Minister for Agriculture Food and Fisheries in the presence of:



Signature of witness

Grant Hickman
Name of witness (print)



Signature of Minister ←

Rory John McEwen
Name of Minister (print)



Signed for Agriculture Victoria Services Pty Ltd (which enters into this agreement as agent on behalf of the **State of Victoria through its Department of Primary Industries**) by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for State of Western Australia by the Director General of Agriculture in the presence of

Signature of Director General ←

Signature of witness ←

Name of witness (print)



~~Signed for The Conservation and Land Management Executive Body, as established under section 36 of the Conservation and Land Management Act 1984 (WA) by an authorised officer in the presence of~~

The Common Seal of the Conservation and Land Management Executive Body is hereunto affixed by authority of the Executive Body in the presence of the Chief Executive Officer

J. Rayner

Signature of witness

K. J. McNamara

Signature of Chief Executive officer ←

JAN RAYNER

Name of witness (print)

KEIRAN JAMES McNAMARA

Name of Chief Executive officer

Signed for and on behalf of the State of South Australia acting through the Department of Primary Industries and Resources trading as SARDI by the Minister for Agriculture Food and Fisheries in the presence of:

Signature of Minister ←

Signature of witness

Name of Minister (print)

Name of witness (print)

Signed for Agriculture Victoria Services Pty Ltd (which enters into this agreement as agent on behalf of the State of Victoria through its Department of Primary Industries) by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for State of Western Australia by the Director General of Agriculture in the presence of

Signature of Director General ←

Signature of witness ←

Name of witness (print)

Signed for The Conservation and Land Management Executive Body, as established under section 36 of the Conservation and Land Management Act 1984 (WA) by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for and on behalf of the State of South Australia acting through the Department of Primary Industries and Resources trading as SARDI by the Minister for Agriculture Food and Fisheries in the presence of:

Signature of Minister ←

Signature of witness

Name of Minister (print)

Name of witness (print)

~~Signed for Agriculture Victoria Services Pty Ltd (which enters into this agreement as agent on behalf of the State of Victoria through its Department of Primary Industries) by an authorised officer in the presence of~~

Signed for and on behalf of the State of Victoria (acting through the Department of Primary Industries) by an authorised officer in the presence of:



 16/1/91 ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for and on behalf of the State of South Australia acting through the Department of Water, Land and Biodiversity Conservation by the Minister for Environment and Conservation in the presence of:

Barclay
Signature of witness

ANN BARCLAY
Name of witness (print)

Gail Gago ←
Signature of Minister
GAIL GAGO
Name of Minister (print)

Signed for NSW Department of Primary Industries for and on behalf of the State of New South Wales by an authorised officer in the presence of:

Signature of witness

Name of witness (print)

Signature of officer ←

Name of officer (print)

Office held

Signed for NSW Department of Environment and Climate Change for and on behalf of the State of New South Wales by an authorised officer in the presence of:

Signature of witness

Name of witness (print)

Signature of officer ←

Name of officer (print)

Office held

Signed for Grains Research and Development Corporation by an authorised officer in the presence of:

Signature of witness

Name of witness (print)

Signature of officer ←

Name of officer (print)

Office held

Signed for and on behalf of the State of South Australia acting through the Department of Water, Land and Biodiversity Conservation by the Minister for Environment and Conservation in the presence of:


Signature of Minister ←

Signature of witness

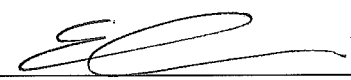
Name of Minister (print)

Name of witness (print)

Signed for NSW Department of Primary Industries for and on behalf of the State of New South Wales by an authorised officer in the presence of:



Signature of officer 28 June 2007 ←



Signature of witness

← N R Austin
Name of officer (print)
Deputy Director - General
Science and Research
Office held

Eoin Curran

Name of witness (print)

Signed for NSW Department of Environment and Climate Change for and on behalf of the State of New South Wales by an authorised officer in the presence of:

Signature of officer ←

Signature of witness

← _____
Name of officer (print)

Name of witness (print)

Office held

Signed for Grains Research and Development Corporation by an authorised officer in the presence of:

Signature of officer ←

Signature of witness

← _____
Name of officer (print)

Name of witness (print)

Office held

Signed for and on behalf of the State of South Australia acting through the Department of Water, Land and Biodiversity Conservation by the Minister for Environment and Conservation in the presence of:

Signature of Minister ←

Signature of witness

Name of Minister (print)

Name of witness (print)

Signed for NSW Department of Primary Industries for and on behalf of the State of New South Wales by an authorised officer in the presence of:

Signature of officer ←

Signature of witness

Name of officer (print)

Name of witness (print)

Office held

Signed for NSW Department of Environment and Climate Change for and on behalf of the State of New South Wales by an authorised officer in the presence of:

Lisa Corby ←
Signature of officer

SP
Signature of witness

← *LISA CORBYN*

Name of officer (print)
*Director General
Department of Environment
and Climate Change NSW*

SONYA PRICE
Name of witness (print)

Office held

Signed for Grains Research and Development Corporation by an authorised officer in the presence of

Signature of officer ←

Signature of witness

Name of officer (print)

Name of witness (print)

Office held

Signed for and on behalf of the State of South Australia acting through the Department of Water, Land and Biodiversity Conservation by the Minister for Environment and Conservation in the presence of:

Signature of Minister ←

Signature of witness

Name of Minister (print)

Name of witness (print)

Signed for NSW Department of Primary Industries for and on behalf of the State of New South Wales by an authorised officer in the presence of:

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for NSW Department of Environment and Climate Change for and on behalf of the State of New South Wales by an authorised officer in the presence of:

Signature of officer ←

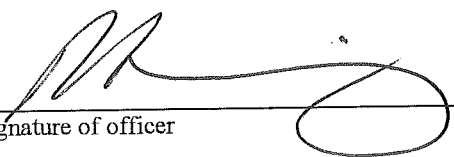
Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for Grains Research and Development Corporation by an authorised officer in the presence of


Signature of officer ←



Signature of witness ←

Name of officer (print)
PETER F. READING
Managing Director

MARTIN BLUMENTHAL
Name of witness (print)

Office held


Signed for **Landmark Operations Limited** by an authorised officer in the presence of



Signature of witness

BRUCE W CAIRNS

Name of witness (print)



Signature of officer ←

← KEN MCKENZIE

Name of officer (print)

Head of Manufacture

Office held

Signed for **Meat & Livestock Australia Limited** by an authorised officer in the presence of

Signature of witness

Name of witness (print)

Signature of officer ←

← _____
Name of officer (print)

Office held

Signed for **The University of Adelaide** by an authorised officer in the presence of

Signature of witness

Name of witness (print)

Signature of officer ←

← _____
Name of officer (print)

Office held

Signed for **University of Melbourne** by an authorised officer in the presence of

Signature of witness

Name of witness (print)

Signature of officer ←

← _____
Name of officer (print)

Office held

Signed for **Landmark Operations Limited** by an authorised officer in the presence of

Signature of officer ←

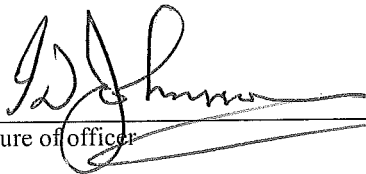
Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for **Meat & Livestock Australia Limited** by an authorised officer in the presence of


Signature of officer ←

J Edwards
Signature of witness ←

IAN JOHNSON
Name of officer (print)

JILL EDWARDS
Name of witness (print)

GENERAL MANAGER
LIVESTOCK PRODUCTION INNOVATION
Office held

Signed for **The University of Adelaide** by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for **University of Melbourne** by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for Landmark Operations Limited by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for Meat & Livestock Australia Limited by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)


Office held

Signed for The University of Adelaide by an authorised officer in the presence of



Signature of officer ←

Professor Alan Johnson AM
DEPUTY VICE-CHANCELLOR AND
VICE-PRESIDENT (RESEARCH)



Signature of witness ←

Name of officer (print)

FELICITY CHEEK

Name of witness (print)

Office held

Signed for University of Melbourne by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for **Landmark Operations Limited** by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for **Meat & Livestock Australia Limited** by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

Name of witness (print)

Office held

Signed for **The University of Adelaide** by an authorised officer in the presence of

Signature of officer ←

Signature of witness ←

Name of officer (print)

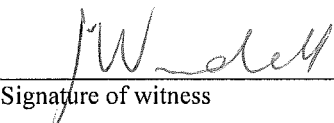
Name of witness (print)

Office held

Signed for **University of Melbourne** by an authorised officer in the presence of

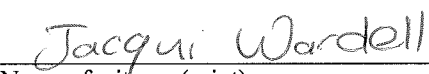


Signature of officer ←



Signature of witness ←

Name of officer (print) **Dr Glenn Swafford**
Vice-Principal (Research)



Name of witness (print)

Office held

Signed for University of Western Australia by an authorised officer in the presence of



Signature of officer

←



Signature of witness

←

Name of officer (print)

Professor Doug McEachern
Deputy Vice-Chancellor (Research & Innovation)
The University of Western Australia

Bernadette Ferns

Name of witness (print)

Office held

Schedule 1 - Centre Details

Item	Issue	Clause Ref	Details
1.	Name of the CRC	Background C	Future Farm Industries CRC Limited
2.	Commencement Date	Clause 2	1 July 2007
3.	Centre Field	Clause 5.1	Perennial and salt-tolerant plant technologies for agricultural and environmental benefit
4.	Unanimous Participant Issues	Clause 4.7	<ul style="list-style-type: none"> • (Constitution) Changes to the Company's Constitution • (Change in nature of Business) Carrying on activities or change Activities or that are inconsistent with clause 5 • (Overseas presence) the registration or recognition as a body corporate in any place outside Australia. • (Company type) Change the type of the Company. • (New Participants) Admitting new participants • (Borrowing) Borrow, or accept any financial accommodation of, \$100,000 or more, except in accordance with any Board approved business plan. • (Encumbrances) Encumber an asset or undertaking, except in accordance with the usual Activities of the Centre. • (Guarantee) Give or enter into a guarantee, letter of comfort or performance bond, except in accordance with the usual Activities of the Centre.
5.	Special Majority Issues, and number of votes	Clause 4.6	<p><u>Special Majority Issues</u></p> <ul style="list-style-type: none"> • (Establishment of Commercialisation company) Establishment or acquisition of a controlling interest in an entity to Commercialise Centre IP – take any shares in any company • (Acquisitions) Acquire securities in another entity by a Company in which Company has a controlling interest. • (Remuneration of Directors) Set the remuneration or bonuses payable to non executive Directors. • (Winding up) Take a step to dissolve or wind up the Company. • (Strategic Direction) Changing the strategic direction of the Company • (Loans) Make a loan or provide credit or other financial accommodation exceeding to a person, other than in the ordinary course of carrying out the Activities of the Centre.

			<ul style="list-style-type: none"> • (Financial assistance) Provide a loan or other financial assistance to a Director or his or her associates or vary the terms of any loan or other financial assistance previously provided to a Director or his or her associates. • (Disputes) Commence, conduct or settle any dispute or litigation (including with a tax authority) except debt collection in the ordinary course of business. • (Partnerships and joint ventures to carry on an operating business) Enter into, amend or vary a partnership or joint venture for operating business. <p><u>Number of Votes of Participants between the date of this agreement and the first calculation of Participating Shares</u></p> <table border="1"> <thead> <tr> <th>Participant</th> <th>Total Contributions</th> <th>%</th> <th>Votes</th> </tr> </thead> <tbody> <tr> <td>Australian Wool Innovation</td> <td>4,614,750</td> <td>3.0</td> <td>3</td> </tr> <tr> <td>Charles Sturt University</td> <td>6,201,125</td> <td>4.0</td> <td>4</td> </tr> <tr> <td>CSIRO</td> <td>17,625,475</td> <td>11</td> <td>11</td> </tr> <tr> <td>DAFWA</td> <td>16,404,500</td> <td>10.6</td> <td>11</td> </tr> <tr> <td>DEC</td> <td>9,366,000</td> <td>6.1</td> <td>6</td> </tr> <tr> <td>GRDC</td> <td>6,539,750</td> <td>4.2</td> <td>4</td> </tr> <tr> <td>Landmark</td> <td>9,610,300</td> <td>6.2</td> <td>6</td> </tr> <tr> <td>MLA</td> <td>6,539,750</td> <td>4.2</td> <td>4</td> </tr> <tr> <td>NSW DECC</td> <td>3,364,900</td> <td>2.2</td> <td>2</td> </tr> <tr> <td>NSW Primary Industries</td> <td>18,685,7785</td> <td>12.1</td> <td>12</td> </tr> <tr> <td>DWLBC</td> <td>5,335,750</td> <td>3.9</td> <td>4</td> </tr> <tr> <td>SARDI</td> <td>7,260,275</td> <td>4.7</td> <td>5</td> </tr> <tr> <td>Uni Adelaide</td> <td>4,426,100</td> <td>2.9</td> <td>3</td> </tr> <tr> <td>Uni Melbourne</td> <td>7,304,500</td> <td>4.7</td> <td>5</td> </tr> <tr> <td>UWA</td> <td>9,677,900</td> <td>6.3</td> <td>6</td> </tr> <tr> <td>VIC Primary Industries</td> <td>21,574,000</td> <td>14.0</td> <td>14</td> </tr> <tr> <td></td> <td>154,530,850</td> <td>100</td> <td>100</td> </tr> </tbody> </table>	Participant	Total Contributions	%	Votes	Australian Wool Innovation	4,614,750	3.0	3	Charles Sturt University	6,201,125	4.0	4	CSIRO	17,625,475	11	11	DAFWA	16,404,500	10.6	11	DEC	9,366,000	6.1	6	GRDC	6,539,750	4.2	4	Landmark	9,610,300	6.2	6	MLA	6,539,750	4.2	4	NSW DECC	3,364,900	2.2	2	NSW Primary Industries	18,685,7785	12.1	12	DWLBC	5,335,750	3.9	4	SARDI	7,260,275	4.7	5	Uni Adelaide	4,426,100	2.9	3	Uni Melbourne	7,304,500	4.7	5	UWA	9,677,900	6.3	6	VIC Primary Industries	21,574,000	14.0	14		154,530,850	100	100
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6.	Variation Agent	Clause 7.2	<ol style="list-style-type: none"> 1. DAFWA 2. The Conservation and Land Management Executive Body, as established under section 36 of the <i>Conservation and Land Management Act 1984 (WA)</i> 3. State of South Australia acting through the Department of Primary Industries and Resources trading as SARDI 4. State of Victoria by its Department of Primary Industries 5. State of South Australia acting through the Department of Water, Land and Biodiversity Conservation 6. NSW DPI 7. NSW DECC 8. CSIRO 9. The University of Adelaide 10. MLA 11. AWI 12. University of Western Australia 																																																																								
7.	Majority required to admit new Participant	Clause 29.1	100% of Participants																																																																								

8.	Initial Projects	Clause 16.7	<p>The Projects that are the subject of Project Details (including Third Party Project Agreements if there are third parties participating) entered into contemporaneously with this agreement are:</p> <table border="1" data-bbox="754 304 1358 1928"> <thead> <tr> <th data-bbox="754 304 1190 434">Project Name</th> <th data-bbox="1190 304 1358 434">Major funding contributor</th> </tr> </thead> <tbody> <tr> <td data-bbox="754 434 1190 546">Developing new and innovative perennial lotus species for grazing systems of southern Australia</td> <td data-bbox="1190 434 1358 546">AWI</td> </tr> <tr> <td data-bbox="754 546 1190 689">Perennial Forage grass improvement for low-medium rainfall recharge environments to improve sustainability and profitability</td> <td data-bbox="1190 546 1358 689">MLA</td> </tr> <tr> <td data-bbox="754 689 1190 786">Reliable establishment of non-traditional perennial pasture species</td> <td data-bbox="1190 689 1358 786">MLA, AWI and RIRDC</td> </tr> <tr> <td data-bbox="754 786 1190 864">Evergraze Phase III – Implementation</td> <td data-bbox="1190 786 1358 864">MLA</td> </tr> <tr> <td data-bbox="754 864 1190 943">EverGraze Phase IV– More Livestock from Native Perennials</td> <td data-bbox="1190 864 1358 943">AWI</td> </tr> <tr> <td data-bbox="754 943 1190 1055">“Enrich” – Multi-purpose ‘healthy’ grazing systems using perennial shrubs</td> <td data-bbox="1190 943 1358 1055">MLA</td> </tr> <tr> <td data-bbox="754 1055 1190 1133">Development of salt- and waterlogging-tolerant wheat</td> <td data-bbox="1190 1055 1358 1133">GRDC</td> </tr> <tr> <td data-bbox="754 1133 1190 1245">EverCrop – Profitable perennial pastures to support sustainable grain production</td> <td data-bbox="1190 1133 1358 1245">GRDC</td> </tr> <tr> <td data-bbox="754 1245 1190 1391">EverCrop Decide – Decision support for sustainable grain production: the right perennial in the right place for the right duration</td> <td data-bbox="1190 1245 1358 1391">GRDC</td> </tr> <tr> <td data-bbox="754 1391 1190 1536">Development of novel perennial forage legumes for cropping systems in medium to low rainfall Mediterranean zones</td> <td data-bbox="1190 1391 1358 1536">GRDC</td> </tr> <tr> <td data-bbox="754 1536 1190 1704">National field evaluation and selection of new pasture plants from the salinity CRC to improve hydrologic stability of farming systems</td> <td data-bbox="1190 1536 1358 1704">GRDC</td> </tr> <tr> <td data-bbox="754 1704 1190 1783">Increasing the effectiveness of lucerne extension</td> <td data-bbox="1190 1704 1358 1783">GRDC</td> </tr> <tr> <td data-bbox="754 1783 1190 1928">Understanding the interactions between biodiversity and the management of native pastures in the Murray Darling Basin</td> <td data-bbox="1190 1783 1358 1928">MLA</td> </tr> </tbody> </table>	Project Name	Major funding contributor	Developing new and innovative perennial lotus species for grazing systems of southern Australia	AWI	Perennial Forage grass improvement for low-medium rainfall recharge environments to improve sustainability and profitability	MLA	Reliable establishment of non-traditional perennial pasture species	MLA, AWI and RIRDC	Evergraze Phase III – Implementation	MLA	EverGraze Phase IV– More Livestock from Native Perennials	AWI	“Enrich” – Multi-purpose ‘healthy’ grazing systems using perennial shrubs	MLA	Development of salt- and waterlogging-tolerant wheat	GRDC	EverCrop – Profitable perennial pastures to support sustainable grain production	GRDC	EverCrop Decide – Decision support for sustainable grain production: the right perennial in the right place for the right duration	GRDC	Development of novel perennial forage legumes for cropping systems in medium to low rainfall Mediterranean zones	GRDC	National field evaluation and selection of new pasture plants from the salinity CRC to improve hydrologic stability of farming systems	GRDC	Increasing the effectiveness of lucerne extension	GRDC	Understanding the interactions between biodiversity and the management of native pastures in the Murray Darling Basin	MLA
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9.	Applicable Jurisdiction	Clause 50.12	Western Australia																												
10.	Valuation Principles	Clauses 17.2(d) and 22.2	A) value of all staff: all (i.e. those provided formally as in-kind and those part paid for by CRC) FTE contributions:																												

			<p>Value of in-kind contribution = 2.3 * (DEST staff value) - (direct cash contribution of the CRC to FTE and overheads).</p> <p>DEST staff values:</p> <ul style="list-style-type: none"> • Category 1 - \$180,000 for Programme Leader/Senior Manager. • Category 2 - \$125,000 for Project/Theme Leader/Key Researcher/Manager. • Category 3 - \$95,000 for Researcher/Professional. • Category 4 - \$75,000 for Other (support staff – technical, administrative, etc). <p>The DEST staff value should be index-linked using the Labour Price Index to reflect the increasing cost of staff and other costs over time.</p> <p>B) other in-kind: the above formula covers the real costs of all R&D providers and no additional in-kind contributions are expected from such Participants. Several industry partners provide real additional in-kind contributions that are not covered by the above formula. An example would be the access to client networks and information of the consultants.</p> <p>A realistic value of such in-kind contributions should be agreed between the CRC and the Partner and approved by the CRC Board.</p> <p>C) Cash: 10% additional value on all cash contributions.</p>
11.	Capital Item	Clause 11.1	Not Applicable

Schedule 2 - Activities

Item 1 – Objective of the CRC

The Future Farm Industries CRC (FFI CRC) will transform agricultural systems across southern Australia by developing Profitable Perennials™, and applying perennial plant technologies to innovative farming systems that:

- Increase productivity of existing livestock and grain industries;
- Develop new regional industries through investment in woody crop production on farms; and
- Reduce the risk of natural resource degradation, including dryland salinity, and improve conservation of biodiversity and water resources.

Contribution to Industrial, Commercial and Economic Outcomes

To build industrial, commercial and economic growth the CRC will focus its activities to achieve the following outcomes:

- *Industrial growth:* in the meat, grain and wool industries, across southern Australia
- *Commercial growth:* in the agricultural service industry by establishing new enterprises around new commercial products and export of technologies and services.
- *Economic growth:* to the Australian economy by achieving the industrial and commercial growth described above.

Triple bottom line benefits

In addition to the economic focus of the CRCs research programme, the activities of the CRC will drive five environment outcomes:

- *Better land management systems:* by developing farm systems that are better adapted to salinity, subsoil constraints and climatic variability.
- *Reduced salinity damage:* through more efficient water use in farming systems, developing salt-adapted grazing and cropping systems and integrated management of earth works.
- *Enhanced biodiversity:* by promoting the use, on farm, of perennial systems with native species that create more diversified landscapes providing better habitats and other ecosystem benefits.
- *Capacity building:* by establishing a nationally accredited training programme for agribusiness and wider client networks, and the provision of industry-ready science professionals to the research community.

Item 2 - Outcomes

List the outcomes (short title only) that the CRC will achieve.

Outcome	Est. Value to End-Users	National Research Priority (NRP) Goals
Outcome 1 Productivity growth in existing industries	\$490 m	Environmentally Sustainable Australia - Transforming existing industries
Additional commercial growth in businesses from higher productivity in meat, grain and wool industries.		
Outcome 2 Profitable new regional industries	\$160 m	Frontier Technologies for Building and Transforming Australian Industries - Promoting an innovation culture and economy
Commercial growth in on-farm production and regional manufacturing sales and employment		
Outcome 3 Salinity damage reduced	\$350 m	Environmentally Sustainable Australia – Overcoming soil loss, salinity and acidity
Mitigation of risk for farm businesses and reduced impacts of dryland salinity on land, biodiversity, water resources and other community values.		
Outcome 4 Other environmental benefits	Unpriced benefits	Environmentally Sustainable Australia: - Sustainable use of Australia’s biodiversity – Water – a critical resource
Land use changes contributing to ecosystem services including biodiversity and water supply		
Outcome 5 Capacity building	\$360 m	Frontier Technologies for Building and Transforming Australian Industries - Promoting an innovation culture and economy
Better informed public policy and investment of public funds, drawing on the advice and decision tools of the FFI CRC; education and training to build capacity for commercial growth of agribusiness, and to foster the next generation of professionals in CRC participant organisations		

Item 3 - Specified Personnel

3.1 - CEO and Governing Board Members

Name	Position/ Role	Time Commitment
GOSS, Kevin	Executive Director	1.0
INGLIS, Andrew	Chairperson	N/A
CORRIGAN, Lucinda	Deputy Chairperson	N/A
ADAMS, Kathryn	Non-executive Director	N/A
CAMPBELL, Colin <u>Andrew</u>	Non-executive Director	N/A
HEALEY, Timothy	Non-executive Director	N/A
POOLE, Michael	Non-executive Director	N/A
REEVES, Timothy	Non-executive Director	N/A

3.2 - Programme Leaders

Name	Position/ Role	Time Commitment
POWELL, John	General Manager - Commercialisation/Utilisation	1.0
JACOBS, Joseph	Programme Leader – Future Livestock Production	0.6
BOWMAN, Alison	Programme Leader – Future Cropping Systems	0.6
BENNELL, Mike	Programme Leader – New Woody Crop Industries	0.4
BARRETT-LENNARD, Ed	Programme Leader – Farming Saline Landscapes	0.6
WALLACE, Ken	Programme Leader – Biodiversity and Water	0.4
PANNELL, David	Programme Leader – Economic, Social and Policy Analysis	0.4
GLYDE, Scott	Programme Leader – Education and Training	0.4

Item 4 - Research Programme

Research Program Structure

There are six research programmes:

- Three programs focus on key elements of the farm enterprise:
 - Future Livestock Production
 - Future Cropping Systems
 - Farming Saline Landscapes (also applies to risk mitigation below)
- One program will deliver a farm enterprise base for new industries:
 - New Woody Crop Systems
- Three programs concentrate on enterprise risk mitigation through management of catchments:
 - Biodiversity and Water
 - Farming Saline Landscapes
 - Economic, Social and Policy Analysis

4.1 - Description of the Research Programmes

Research Programme 1 - Future Livestock Production (FLPP)

The Future Livestock Production Program will identify and develop new perennial plants that can be managed to create a new feed availability profile at the paddock and farm level. This feed base can then be analysed and managed to create opportunities for more intensive livestock production systems. FLPP will expand the use of EverGraze (*More livestock from perennial\$*), developed from the CRC Salinity to produce a 50% increase in farm profit and 50% reduced leakage to groundwater, to other environments and production systems. The FLPP new shrub systems for mixed farming will be called 'Enrich'.

Research Programme 2 - Future Cropping Systems (FCSP)

This program will use bio-economic modelling of integrated crop-based systems to focus its investment targets and then to demonstrate the profit advantages of the new systems as they emerge. FCSP will have a balance of short (system modification and adaptation) and longer term (system innovation and creation) outputs and products from its activities. It will focus on increasing the extent and performance of perennials in the non-crop element of the mixed farm systems with profit coming from increases in both crop and livestock performance. FCSP will also scope the potential of a highly innovative option – development of a perennial cereal crop. Activities will include:

- New systems incorporating perennials that have more productivity and salinity and/or hydrological benefits, tested through participatory research;
- System development and enhancement with perennials focusing on situations where these perennials are commercially available or near to market; and
- Salt and water-logging tolerant wheat, perennial wheat, drought/grazing tolerant forage legumes

Research Programme 3 - New Woody Crop Industries (NWC)

NWC program will engage a range of manufacturing and processing companies in proving up regional scale production systems and paths to market, with feasibility studies as a first step. This program builds on existing genetic improvement activities to bring superior varieties of the most promising species to market in the shortest possible time. It will model the natural processes of surface water redistribution after rainfall on agricultural land to predict how much water is available for woody crops, and couple this to growth models to predict yield. A prospectus for a commercial harvester will be developed.

This program will develop woody perennials systems that will address three key performance parameters:

- provide a sink for surplus water from adjacent agricultural land;
- be profitable; and
- deliver biodiversity protection/enhancement and other improvements in NRM.

Research Programme 4 - Farming Saline Landscapes (FSL)

The program will research and develop revegetation, water, soil, animal, crop and pasture management practices that are:

- compatible with enterprise and regional demands; and

- able to overcome the landscape, soil and water constraints of a range of environments. FSL will take the opportunity to develop a National Saltland Service – a one stop shop for dryland salinity knowledge in Australia. Particular emphasis will be placed on working with commercial partners and developing practices that are demonstrably profitable. The intellectual property generated will be packaged into training courses, services and physical products and commercialised.

Research Programme 5 - Biodiversity and Water (B&W)

B&W will centre on developing:

- Management and decision packages that promote farming systems that integrate production and biodiversity;
- Catchment models and management strategies for new perennial vegetation systems that maintain water quantity in priority water supply catchments, while improving water quality; and
- Risk management strategies to protect biodiversity from weeds and genetic pollution.

At the core of this program is a rigorous assessment and prediction of biodiversity benefits from farming systems changes.

The risk-based decision tools and assessment products developed by the program will make an important contribution to policy development and decisions at catchment-scales with implications for farm enterprises in various geographic zones, and assist the development and application of market-based instruments. These tools and products will be developed to take into account climate risk and variability.

Research Programme 6 – Economic, Social and Policy Analysis (ESP)

This program will focus its considerable economic and sociological skills on:

- A tool for assessment of potential adoption of FFI CRC products, to be used in other programmes;
- A decision-based investment framework for regional application; and
- Rigorous economic analysis of farming systems and new industry development, including a farm simulation game

Economic modelling, conducted in collaboration with biological and physical scientists, will help to direct biological research in directions that are most likely to yield high commercial and economic benefits, and consequently likely to be widely utilised. It will provide information of crucial importance for promoting the transfer of CRC technologies to commercial landholders. It will contribute to the evaluation of CRC impacts.

Social research will also provide guidance for the CRC in its pursuit of new farm technologies that can be widely utilised. It will help the CRC understand social changes going on in rural areas that have implications for proposed new industries. It will provide insights to scientists wishing to target their extension to regions, farming systems, or farmers for which new technologies are most appropriate and most adoptable.

4.2 - Outcomes, Outputs and Milestones for Research Programmes

CRC OUTCOME 1	
Productivity growth in existing Industries	
Research Program 1 - Future Livestock Production	
1.1 Output EverGraze Plus – More livestock from perennial and More livestock from native perennial grasses in the high rainfall zone (>500 mm).	June 2011
1.1.1 Milestone Experimental sites with high output meat and perennial pasture systems completed in 3 states.	June 2008
1.1.2 Milestone Redesign of the integration of native and improved pastures to produce catchment health through profitable grazing in the high rainfall zone.	June 2008
1.1.3 Milestone Commercial scale field experiments to evaluate redesigned native pasture systems completed and interpreted at 3 sites.	June 2011
1.2 Output Forage cultivars (chicory, Lotus or perennial Medicago) – from PastureSearch.	June 2014
1.2.1 Milestone Develop breeders lines from elite plants in existing trials.	June 2009
1.2.2 Milestone Commence evaluation of elite germplasm (selected and multiplied at Genetic Resource Centres) compared to breeders lines and existing cultivars at 4 sites.	June 2010
1.2.3 Milestone Field evaluation completed and potential cultivars identified	June 2012
1.2.4 Milestone Seed produced from best individuals (within superior lines) for cultivar release.	June 2014
1.3 Output New acid-tolerant perennial forage cultivars – from PastureSearch.	June 2011
1.3.1 Milestone Extensive field testing for development and utilisation packages completed.	June 2010
1.4 Output A new herbaceous forage for the warm season, summer dominant or high rainfall zone with a management and utilisation package commercially released – from PastureSearch with application in EverGraze.	June 2014
1.4.1 Milestone Field testing of assembled elite germplasm undertaken in 3 key target environments.	June 2008
1.4.2 Milestone Finalisation of field performance testing delivering a cultivar for commercial release.	June 2012
1.5 Output Enrich – new shrub-based livestock production system for landscape and natural resource health in the low/medium rainfall zone.	June 2014
1.5.1 Milestone Laboratory experiments on the use of second plant compounds (in situ) to improve gut health and function completed for 50 candidate shrubs. In vivo assessment for 10 shrubs.	June 2010
1.5.2 Milestone Experimental sites on shrub systems with strong stakeholder input completed at 3 sites.	June 2012
1.5.3 Milestone Climate risk analysis, forced de-stocking, supplementary feeding, soil erosion, water use and soil health quantified.	June 2013
1.6 Output: New shrub cultivar (Atriplex) – from FloraSearch.	June 2012

1.6.1 Milestone Target shrubs with the potential to decrease climate risk, improve animal health, production and welfare, and improve water use, soil health, perenniality and biodiversity.	June 2008
1.6.2 Milestone Clonal shrub nursery established.	June 2008
1.6.3 Milestone Superior shrub clones tested extensively in laboratory and field for growth, nutritive and anti-nutritive value and persistence.	June 2010

Research Program 2 - Future Cropping Systems	
1.7 Output EverCrop – new farming system in each of 3 agro-climatic zones.	December 2013
1.7.1 Milestone Systems program designed to optimise profit, diversity of enterprises and environmental outcomes following identification and active participation of key partners (including adoption pathways).	March 2009
1.7.2 Milestone Pre-experimental economic and catchment modelling completed.	December 2009
1.7.3 Milestone Research program completed.	June 2013
1.7.4 Milestone Profit and hydrologic impacts predicted through modelling.	December 2013
1.8 Output Drought tolerant forage legume cultivar – from PastureSearch.	June 2014
1.8.1 Milestone Field testing (from 3 key sites) used to identify potential cultivars for more intensive testing.	June 2010
1.8.2 Milestone Cultivars selected on the basis of multi-site field performance.	June 2012
1.9 Output EverCrop Decide – new crop systems analysis tool tools that integrate production and conservation objectives	December 2013
1.9.1 Milestone Analytical tools assembled and pre-experimental modelling, production economic and hydrologic completed.	December 2008
1.9.2 Milestone Report on key existing species and system constraints and spatially explicit opportunities in target landscapes.	December 2009
1.9.3 Milestone Model development completed and preliminary tested.	December 2011
1.10 Output Feed grain quality salt/waterlogging-tolerant wheat	June 2014
1.10.1 Milestone Lines with high fertility and in Australian backgrounds available for field trials.	December 2009
1.10.2 Milestone Field evaluations completed.	December 2012
1.11 Output Breeding material for bread quality salt/waterlogging-tolerant wheat.	June 2014
1.11.1 Milestone Most tolerant bread wheat germplasm identified from world collections.	December 2010
1.11.2 Milestone Most tolerant lines from progeny of wide-hybridizations identified.	December 2012
1.11.3 Milestone Field and other evaluation of most tolerant advanced breeding lines completed.	June 2014
1.12 Output: Prospectus for development of perennial wheat.	June 2012

1.12.1 Milestone Acquire access to preliminary germplasm for field assessment.	June 2008
1.12.2 Milestone Complete field assessment of potential of unadapted 'perennial wheat' to deliver against production, yield and water use targets.	June 2011
1.12.3 Milestone Use data, modelling and analysis of breeding opportunities and strategies to assess the potential scale and economic impact of a future perennial wheat industry.	June 2012

Research Program 6 – Economic, Social and Policy Analysis	
1.13 Output Adoptability index – assessment tool for the potential adoption of FFI CRC products.	June 2012
1.13.1 Milestone Identify and quantify components of the adoptability index.	June 2008
1.13.2 Milestone Complete analysis of anticipated property turnover in the Murray-Darling Basin. Develop simple risk assessment tool for inclusion in AI.	December 2010
1.13.3 Milestone Analysis of implications of changes in agriculture for CRC adoption and commercialisation.	December 2011
1.13.4 Milestone New economic modelling to inform the AI.	December 2009

CRC OUTCOME 2	
Profitable new regional industries	
Research Program 2 – Future Cropping Systems	
2.1 Output Salt/waterlogging-tolerant wheat suitable for biofuel.	June 2014
2.1.1 Milestone Lines with high fertility and in Australian backgrounds available for field trials.	December 2009
2.1.2 Milestone Field evaluations and selections for biofuel quality traits completed.	December 2012
Research Program 3 – New Woody Crops and Products	
2.2 Output 'Wyalong' mallee seed – from FloraSearch.	December 2012
2.2.1 Milestone Establish breeding and selection infrastructure –seed nurseries and field progeny test sites.	December 2007
2.2.2 Milestone Establish clonal seed orchards.	December 2008
2.2.3 Milestone Establish genetic gain experiments.	June 2011
2.3 Output Prospectus for prototype commercial harvester for short-cycle woody crops.	June 2012
2.3.1 Milestone Review biomass supply chain options, prepare conceptual specification of preferred option and estimate development cost.	December 2007
2.3.2 Milestone Prepare business case for private and public investment in operational prototype.	June 2008
2.4 Output Client feasibility reports for biomass supply and processing industry investment.	December 2010
2.4.1 Milestone Use economic analysis and water/growth model yields to show local and regional scenarios where biomass supply from short and long cycle woody crops is economically competitive with annual plant agriculture.	June 2008

2.4.2 Milestone Use GIS and model outputs to predict volume, distribution and cost of biomass supply for proposed industry development.	December 2009
2.4.3 Milestone Conduct feasibility investigation of biomass supply for industry developers.	December 2009
2.4.4 Milestone Prepare case study material for regional NR managers and economic planners.	December 2009
2.5 Output Prediction capability with woody crop production from farm layouts with access to variable water inputs.	June 2012
2.5.1 Milestone Selection of suitable modelling framework and case study sites to link local surface water run-off with yield of woody crop belts, and explore interface with CAT.	June 2008
2.5.2 Milestone Preliminary model calibrations and outputs produced based on data from study sites and outputs for early application.	December 2010
2.5.3 Milestone Final calibrated, validated model outputs including sensitivity tests for key parameters.	June 2012

CRC OUTCOME 3	
Salinity damage reduced	
Research Program 4 – Farming Saline Landscapes	
3.1 Output HIGHPak – improved performance livestock and pasture management packages for saline land.	June 2014
3.1.1 Milestone Engage 1250 strong SGSAL network in the problem definition and planning of proof and support sites to develop new saltland pasture /livestock technologies.	December 2007
3.1.2 Milestone Test and demonstrate the next generation of saltland technologies for fine wool production, cattle backgrounding, supplementation and foetal programming (commence 2008).	June 2013
3.1.3 Milestone Output of whole farm models used to quantify profitability impact of new technologies and pathways for optimum integrating in farms with diverse salinity status.	December 2013
3.2 Output New salt tolerant pasture legume and grass cultivars – from PastureSearch.	December 2013
3.2.1 Milestone Complete salt, waterlogging and nutritive value screening of target species (commencing 2007).	June 2009
3.2.2 Milestone Complete field testing/duty of care requirements for first commercial release.	December 2010
3.2.3 Milestone Complete field testing and duty of care procedures for remaining cultivars.	December 2013
3.3 Output New salt tolerant halophytic shrub cultivars – from FloraSearch	June 2014
3.3.1 Milestone Develop methods for screening halophytic shrubs for nutritive value and active plant compounds and apply to germplasm under test.	December 2009
3.3.2 Milestone Elite material cloned into nurseries for further screening of palatability and productivity (commence 2009).	December 2011
3.3.3 Milestone Use seed production nurseries for re-release testing including seed viability of potential cultivars.	June 2013

3.4 Output National Saltland Service Centre – Providing a path to impact.	December 2010
3.4.1 Milestone Social and environmental surveys completed.	June 2008
3.4.2 Milestone Stage 1 – producer supporting sites (20) established in support of sub-program proof sites applying agreed protocols.	June 2008
3.4.3 Milestone Stage 2: – producer supporting sites established in support of sub-program proof sites according to the agreed protocols. Data is collated from the original 20 sites and incorporated into joint analyses of proof and supporting sites.	June 2009
3.4.4 Milestone Ten whole-farm producer case studies completed and incorporating full economic analyses.	June 2010
3.4.4 Milestone Data from all 40 sites incorporated into joint analyses of proof and supporting sites. Best management guidelines for optimizing production from saltland pastures and managing livestock on saltland pastures; options for improved halophytic shrubs.	December 2010
3.5 Output SALTDcide – hydrological modelling tool to measure the impact of water management using integrated plant-based and engineering interventions both on-site and off-site.	December 2013
3.5.1 Milestone Scope of model and capability established based around the need for prediction of impact of interventions (recharge prevention, drainage plant impacts) and their integrated application and application constraints.	June 2008
3.5.2 Milestone Model development and validation based on existing component data sets.	June 2011
3.5.3 Milestone Model robustness evaluated for a range of regional and drivers for intervention.	June 2013
Research Program 6 - Economic, Social and Policy Analysis	
3.6 Output Farm business/NRM simulation game (extension of "Salty Business").	December 2010
3.6.1 Milestone Adaptation of Salty Business/ Risky Business to include additional NRM issues.	December 2008

CRC OUTCOME 4	
Other environmental benefits	
Research Program 5 - Biodiversity and Water	
4.1 Output Management and decision packages that promote farming systems that integrate production and biodiversity outcomes.	June 2014
4.1.1 Milestone Conceptual models developed that link biota and farming practices with ecological resources and related ecosystem processes.	June 2008
4.1.2 Milestone Models tested and refined through quantification of ecological resources and rates of related ecosystem processes.	June 2011
4.1.3 Milestone Completion of management and decision packages for integrating production and biodiversity outcomes.	June 2013
4.1.4 Milestone Package and its adoption evaluated.	June 2014
4.2 Output BioRisk – risk-based decision tool for hydrological ecosystem services	June 2014

4.2.1 Milestone Catchment modelling packages selected, and conceptual framework for ecohydrology of salinity threatened plants developed.	June 2009
4.2.2 Milestone Testing of modelled scenarios and framework completed.	June 2011
4.2.3 Milestone Completion of management and decision tools.	June 2013
4.2.4 Milestone Tools refined in response to field experience.	June 2014
4.3 Output CAT Plus – catchment decision tool for perennial vegetation strategies to protect water resources in water supply catchments.	June 2014
4.3.1 Milestone Catchment modelling packages selected, and conceptual framework for ecohydrology of salinity threatened plants developed.	June 2009
4.3.2 Milestone Testing of modelled scenarios and framework completed.	June 2012
4.3.3 Milestone Completion of management and decision tools.	June 2013
4.3.4 Milestone Tools refined in response to field experience.	June 2014
4.4 Output Risk assessment products and management strategies to protect biodiversity from weeds and genetic pollution and to minimise weed control costs.	June 2014
4.4.1 Milestone CRC scientists trained in application of environmental risk framework.	June 2011
4.4.2 Milestone CRC scientists trained in application of decision tools.	June 2012
4.4.3 Milestone Weed risk assessment process from previous CRC refined, and genetic risk assessment framework developed.	June 2010
4.4.4 Milestone Weed and genetic risk assessments combined into a single environmental risk process.	June 2011
4.4.5 Milestone Decision tools for management of environmental risks in production systems completed.	June 2012
4.4.6 Milestone Package and its adoption evaluated.	June 2014
CRC OUTCOME 5	
Capacity building	
Research Program 6 - Economic, Social and Policy Analysis	
5.1 Output NRM Investment Framework – decision tool for selection of priority natural resource management investments.	July 2013
5.1.1 Milestone Complete development of NRMIF including biodiversity.	December 2009
5.1.2 Milestone Complete development of NRMIF including water quality.	December 2011

Item 5 - Commercialisation and Utilisation Programme

5.1 - Description of the Commercialisation and Utilisation Programme

Through its commercialisation and utilisation activities, the CRC will work with researchers, next users and end users to generate and deliver highly-adoptable knowledge and products that will maximise industrial, commercial and economic growth in the agricultural, natural resource management and woody industry sectors through the utilisation of profitable perennials over 7.5 million ha and limiting salinity threat to 1.6m ha of southern Australia.

Strategy

Business Model

The CRC also seeks to take advantage of opportunities to generate income for itself through licensing, where licensing will accelerate utilisation of the technologies.

Three areas of business opportunity or client sectors have been identified by the CRC:

- Deliver innovative farming systems and new perennial cultivars for **existing broadacre agricultural industries** to boost productivity and mitigate risk
- Develop enabling technologies and supply chain enhancements to create **new woody crop-based regional industries**
- Provide decision support tools and capacity for **regional catchment and natural resource management organisations** to mitigate risk and enhance sustainability of enterprise and catchment level land use changes.

Adoption

To fully develop the capacity to maximise adoption the FFI CRC will:

1. Establish commercialisation planning and development activities across all industry programmes – using an agreed *Commercialisation and Utilisation Plan*
2. Develop the relevant skills base of CRC researchers and provide the management support and technical resources to ensure effective commercialisation of CRC research
3. Identify and support specific product initiatives within CRC programmes to meet commercialisation objectives, and monitor activities across all programmes
4. Monitor and support industry and end-user engagement across all programmes, providing market and industry intelligence for business development activities
5. Identify and recruit new participants to the CRC, at programme and/or project level to meet new commercial opportunities.

To achieve its adoption targets through commercialisation the FFI CRC will pursue opportunities through three strategies for adoption:

- commercialisation for private sector delivery in the agribusiness, wood products and natural resource management sectors
- effective delivery via partner industry organisations, and through agricultural networks.
- engage with the extensive network of knowledge brokers

The CRC's Economic, Social and Policy Analysis Program will assist in ensuring the CRC's research meets user groups' needs by delivering market intelligence over and above that provided by direct user engagement processes.

User groups include:

- Private sector companies
- Industry corporations and organisations
- Public sector agencies
- New knowledge partners

Communication

FFI CRC will have three modes of networking with industry:

- **Engage** industry directly through participatory arrangements in FFI CRC research activities
- **Integrate and influence** stakeholders that promote the work of the CRC and directly influence adoption behaviour in key industry constituencies.
- **Adoption of FFI products and services** by end-users directly

Governance and IP management

The CRC will employ seven strategies to ensure that generation and use of its research products achieve the commercialisation and utilisation objectives:

Manage and commercialise IP

Future Farm Industries CRC Ltd will be a company limited by guarantee and own the IP on trust for CRC participants. Participants have agreed that up to the first \$1m of commercialisation revenue per annum will be retained by the CRC company for reinvestment during the life of the CRC. Participants have agreed on terms and conditions for the management of and exploitations of Centre IP, consistent with the objectives of the CRC Program and objectives to deliver maximum benefit to Australia under the *National Principles of Management for Publicly Funded Research*. A full-time General Manager (Commercialisation and Utilisation) will lead the implementation of the CRC's commercialisation strategy.

Create a business-oriented research culture

A business-oriented research culture will be created in which research leaders engage next users and end users in research program and project design and operation, empathise with users' circumstances and needs, and proactively contribute to commercialisation and utilisation of research outputs.

Dedicate professional product development and marketing staff

The CRC will dedicate professional staff and resources to support and guide commercialisation and utilisation of research outputs within and across its Programs including proposals for Profitable Perennials™.

Project-level commercialisation and/or utilisation plans will be developed for all CRC research projects as part of the project development and approval process. The plans will be appropriate for next users and intended uses of research outputs.

Business case development for each new product to be commercialised by Landmark will clearly differentiate its commercialisation path, joint investment between the CRC and Landmark, and proposed licensing and exclusivity arrangements. These arrangements will be formalised in a project level agreement.

Program Managers and the General Manager Commercialisation and Utilisation will be jointly accountable for achieving product development and adoption targets in project-level plans.

Contribute to building a skilled extension workforce

Many capacity building initiatives are operated by the CRC's partners outside of the CRC's activities. The CRC will collaborate with these initiatives and coordinate its own Programs in building a skilled agricultural extension workforce confident in advising on the application of the CRC's products including Profitable Perennials™ products.

Develop and manage the Profitable Perennials™ brand

Where appropriate, the CRC's research products will be marketed under the Profitable Perennials™ brand as a key strategy in achieving the CRC's research output adoption targets.

This strategic move to branding and quality assurance of new farming systems as 'fit for purpose' is a major innovation in Australian agricultural research, extension, and adoption.

Monitor and evaluate progress

The CRC's culture is characterised by terms such as 'innovative' and 'leading edge', particularly with regard to the new farming systems being developed, and the ways in which commercialisation and utilisation are to be thoroughly embedded in research project design and operation.

The CRC's Project Evaluation Committee will provide ongoing scrutiny of project development, conduct and closure. It will ensure the CRC's commitment to rigorous analysis of performance standards and project performance is honoured.

Manage risk

Risk management arrangements include:

IP protection – the CRC will ensure that all relevant personnel are aware of and act on their responsibilities regarding IP protection, consistent with national principles for the management and commercialisation of public sector IP. Where the potential for a patentable invention has been identified, this responsibility extends to maintaining and keeping confidential all relevant information associated with the CRC's research. This obligation includes staff of Participants.

Patents – where research products may be patentable, the general policy will be to delay publishing results until after a provisional patent has been filed. Care may still be required in the details provided in the publication so that enough unique information is withheld. In situations where further work is required to enhance the patent, publication may need to be delayed.

Approval for publication - the CRC will develop Procedures for Announcements and Publications that incorporate the following principles: the CRC is to be appropriately recognised in any publication originating from a CRC-supported activity; the CRC is to be consulted prior to the public release of politically-sensitive information; and IP allocation and capture needs to be considered in accordance with the IP protection and patents arrangements.

Cultural change – the CRC is committed to fostering cultural change amongst researchers and next users. Researchers will be required to ensure their products are 'fit for purpose' against the Profitable Perennials™ brand values, including increasing business profit. Next users will be required to fully understand how agriculture and natural resource management interact, at farm to catchment scales, to confidently advise on applying the CRC's products.

These cultural changes will be achieved through processes for personnel appointments, Program and project development, monitoring and evaluation, and accountability. Specific joint training and workshopping activities, for example to encourage researchers to improve their understanding of business drivers, and for next users to improve their understanding of the constraints facing researchers, will also be considered.

5.2 - Outcomes, Outputs and Milestones for Commercialisation and Utilisation

CRC OUTCOME 1	
Productivity growth in existing Industries	
Research Program 1 – Future Livestock Production	
1.1 Output EverGraze Plus – More livestock from perennial and More livestock from native perennial grasses in the high rainfall zone (>500 mm).	June 2014
1.1.1 Milestone EverGraze practice change on 500 farms.	June 2009
1.1.2 Milestone EverGraze package to 3,000 end users.	June 2011
1.1.3 Milestone EverGraze practice change on 2,400 farms.	June 2014
1.2 Output Forage cultivars (chicory, Lotus or perennial Medicago) – from Pasturesearch.	June 2014
1.2.1 Milestone Pre-basic seed delivered to commercial partner.	April 2013
1.2.2 Milestone Cultivar enters the market accompanied by information on management and crop integration requirement.	June 2014
1.3 Output New acid-tolerant perennial forage cultivars – from PastureSearch.	June 2011
1.3.1 Milestone Pre-basic seed to commercial partner.	June 2009
1.3.2 Milestone Commercial release.	June 2010
1.3.3 Milestone New forage planted on 100 farms.	July 2011
1.4 Output A new herbaceous forage for the warm season, summer dominant or high rainfall zone with a management and utilisation package commercially released - from PastureSearch with application in EverGraze.	June 2014
1.4.1 Milestone Agreement with seed company for commercial cultivar release and distribution completed.	June 2014
1.5 Output Enrich – new shrub-based livestock production system for landscape and natural resource health in the low/medium rainfall zone.	June 2014
1.5.1 Milestone Instruction manual for components to 1,000 producers.	June 2008
1.5.2 Milestone Full package to 3,000 producers.	June 2014
1.5.3 Milestone Practice change on 500 farms.	June 2014
1.6 Output New shrub cultivar (Atriplex) – from FloraSearch.	June 2014
1.6.1 Milestone Pre-basic clones to commercial partner.	June 2012
1.6.2 Milestone Commercial release.	June 2012
Research Program 2 – Future Cropping Systems	
1.7 Output EverCrop – new farming system in each of 3 agro-climatic zones.	June 2014
1.7.1 Milestone 100 trained and accredited users.	December 2013

1.7.2 Milestone Full production package to producers.	December 2013
1.7.3 Milestone Practice change on 100 farms.	June 2014
1.8 Output Drought tolerant forage legume cultivar – from Pasturesearch.	June 2014
1.8.1 Milestone Pre-basic seed to commercial partner.	June 2014
1.8.2 Milestone 10 farms with small plot demonstrations.	June 2014
1.9 Output EverCrop Decide – new crop systems analysis tool tools that integrate production and conservation objectives.	December 2013
1.9.1 Milestone Tool fully developed and tested for each target zone.	December 2012
1.9.2 Milestone Distribution to 50-100 extension providers in 5 key partner agencies (WA, SA, Vic, NSW).	December 2013
1.10 Output Feed grain quality salt/waterlogging-tolerant wheat	June 2014
1.10.1 Milestone Pre-basic seed to commercial partner.	April 2012
1.10.2 Milestone Commercial release.	December 2013
1.10.3 Milestone 10 farm demonstration plantings.	June 2013
1.11 Output Breeding material for bread quality salt/waterlogging-tolerant wheat.	June 2014
1.11.1 Milestone Breeding lines available for commercial development.	June 2014
1.12 Output Prospectus for development of perennial wheat.	June 2012
1.12.1 Milestone Confirmation of freedom to operate with germplasm from international collaborators.	June 2008
1.12.2 Milestone Report to the consortium of potential investors on potential and feasibility of a full breeding programme.	June 2012
Research Program 6 – Economic, Social and Policy Analysis	
1.13 Output Adoptability index – assessment tool for the potential adoption of FFI CRC products.	June 2012
1.13.1 Milestone Preliminary index developed.	June 2008
1.13.2 Milestone Use by 80% of projects in FFI CRC portfolio.	June 2010
1.13.3 Milestone Use by 20% of relevant projects in external organisations.	June 2014

CRC OUTCOME 2	
Profitable new regional industries	
Research Program 2 – Future Cropping Systems	
2.1 Output Salt/waterlogging-tolerant wheat suitable for biofuel.	June 2014
2.1.1 Milestone Pre-basic seed to commercial partner.	April 2013

2.1.2 Milestone 10 farm demonstration plantings.	June 2014
Research Program 3 – New Woody Crop Industries	
2.2 Output Wyalong' mallee seed – from FloraSearch.	December 2013
2.2.1 Milestone Establish strategy background IP access and for IP protection of resulting cultivars.	December 2008
2.2.2 Milestone Establish commercial partnership for seed marketing.	June 2010
2.2.3 Milestone Commercial release.	June 2013
2.3 Output Prospectus for prototype commercial harvester for short-cycle woody crops.	June 2012
2.3.1 Milestone Prospectus completed.	June 2008
2.3.2 Milestone CRC led programme to raise capital to develop prototype.	June 2009
2.3.3 Milestone First commercial prototype under construction.	June 2012
2.4 Output Client feasibility reports for biomass supply and processing industry investment.	December 2010
2.4.1 Milestone Open contacts with emerging processing industry developers.	December 2007
2.4.2 Milestone Win contracts and first reports completed.	December 2009
2.4.3 Milestone Use water/plant growth modelling tool for yield prediction and feasibility analysis.	December 2010
2.5 Output Prediction capability with woody crop production from farm layouts with access to variable water inputs.	June 2012
2.5.1 Milestone Use water/growth model in feasibility investigation for commercial clients.	June 2012

CRC OUTCOME 3	
Salinity damage reduced	
Research Program 4 – Farming Saline Landscapes	
3.1 Output HIGH Pak – improved performance livestock and pasture management packages for saline land.	June 2014
3.1.1 Milestone Saltland pasture, livestock management and farm integration packages delivered to the National Saltland Service Centre.	December 2013
3.2 Output New salt tolerant pasture legume and grass cultivars– from Pasturesearch.	December 2013
3.2.1 Milestone Commercial release of first salt-tolerant legume cultivar.	December 2010
3.2.2 Milestone Commercial release of final 2 cultivars.	December 2013
3.3 Output New salt tolerant halophytic shrub cultivars – from FloraSearch.	June 2014
3.3.1 Milestone Pre-basic clones to commercial partner.	June 2011
3.3.2 Milestone Commercial release of two cultivars.	June 2013
3.3.3 Milestone New shrubs planted on 100 farms.	June 2014

CRC OUTCOME 3	
Salinity damage reduced	
3.4 Output National Saltland Service Centre (NSSC) – a vehicle for the delivery of new tools, products and services.	June 2014
3.4.1 Milestone NSSC fully operational with commercialisation plan developed.	June 2010
3.4.2 Milestone SGSL technologies implemented on 2,000 farms.	June 2014
3.4.3 Milestone HIGHpak technologies trialled on 1,000 farms.	June 2014
3.5 Output SALTCAP – land capability assessment tool for plant-based saline land management.	December 2007
3.5.1 Milestone SALTCAP-1 launched.	December 2007
3.5.2 Milestone SALTCAP-2 launched.	December 2011
3.5.3 Milestone 500 trained and accredited users.	December 2012
3.6 Output SALTDecide – hydrological modelling tool to measure the impact of water management using integrated plant-based and engineering interventions both on-site and off-site.	December 2011
3.6.1 Milestone SALT Decide launched.	June 2011
3.6.2 Milestone 60 trained and accredited users.	June 2014

Research Program 6 – Economic, Social and Policy Analysis	
3.7 Output Farm business/NRM simulation game (extension of ‘Salty Business’).	December 2010
3.7.1 Milestone Delivery of 10 workshops with catchment bodies, policy advisers, scientists and students.	December 2009
3.7.2 Milestone Delivery of workshops with catchment bodies, policy advisers, scientists and students according to demand.	December 2010

CRC OUTCOME 4	
Other environmental benefits	
Research Program 5 – Biodiversity and Water	
4.1 Output Management and decision packages that promote farming systems that integrate production and biodiversity outcomes.	June 2014
4.1.1 Milestone Developed and validated models refined as management packages and linked to appropriate industry programme training and application groups.	June 2014
4.2 Output BioRisk – risk-based decision tool for hydrological ecosystem services.	June 2014
4.2.1 Milestone Beta testing with selected stakeholders.	June 2012
4.2.2 Milestone Licensed full application.	June 2014
4.2.3 Milestone Tool practised in six catchments (or sub-catchments).	June 2014

CRC OUTCOME 4	
Other environmental benefits	
4.3 Output CAT Plus – catchment decision tool for perennial vegetation strategies to protect water resources in water supply catchments.	June 2014
4.3.1 Milestone Catchment modelling packages optimised for examining water production outcomes.	June 2009
4.3.2 Milestone Beta testing of CAT Plus with selected practitioners.	June 2012
4.3.3 Milestone Licensed application of CAT Plus.	July 2012
4.3.4 Milestone Tool practised in six catchments (or sub-catchments).	August 2012
CRC OUTCOME 5	
Capacity building	
Research Program 6 – Economic, Social and Policy Analysis	
5.1 Output NRM Investment Framework – decision tool for selection of priority natural resource management investments.	June 2014
5.1.1 Milestone Pilot biodiversity module completed with CMOs.	June 2010
5.1.2 Milestone Pilot water quality module completed with CMOs.	June 2013
5.1.3 Milestone 10 CMOs using NRMIF to guide their investments.	June 2014
Program 7 – Education and Training	
5.2 Output Postgraduates – 50 industry ready graduates, professionally trained for employment in relevant disciplines across all CRC programmes.	June 2014
5.2.1 Milestone First cohort of 10 industry ready PhDs graduated.	June 2012
5.2.2 Milestone Second cohort of 20 industry ready PhDs graduated.	June 2013
5.2.3 Milestone Third cohort of 20 industry ready PhDs graduated with 90% of higher degree students completing.	June 2014
5.3 Output Profitable Perennials™ accredited training programme.	June 2014
5.3.1 Milestone National training programme in place.	June 2011
5.3.2 Milestone 250 completed training and accredited to minimum Certificate III.	June 2014

Item 6 - Education and Training Programme

6.1 - Description of the Education and Training Programme

Key elements of the CRC FFI Education and Training Programme are:

- Establishment of a nationally accredited training program for agribusiness and wider client networks, and
- Provision of industry ready science professionals for engagement with the wider research community, an important element in the 'pathway to adoption' for FFI CRC products.

The strategies for delivery of the Education and Training Programme are:

1. A comprehensive postgraduate education program encompassing industry supervision of research students, accredited training in generic leadership skills, together with postdoctoral opportunities and access to conference and travel assistance will provide a cohort of industry ready FFI CRC graduates with capacity to influence contemporary Australian farming practices. Postgraduate research will deliver a significant contribution to the body of knowledge generated by all research programs, and to the development of innovative new farming systems.
2. A national program of accredited (Australian Qualification Framework) training in FFI CRC and NRM will be established. Extension specialists within Landmark and other influencers linked into adoption networks will have the opportunity to undertake this training. Program graduates will inform knowledge networks sustained by other support activities. Many graduates will be embedded within FFI CRC research programs, forming a key link in the programs' path to adoption and two way communications between research activities and industry.
3. A number of innovative education projects will be developed including:
 - Provision of accredited training in NRM for PhD students,
 - Post graduate level short courses that promote interdisciplinary knowledge for graduates employed in agribusiness and within wider client networks,
 - Coordination of an internship program that will enhance the industry readiness of our research graduates, and provide opportunities for industry participants to participate in research.

6.2 - Outcomes, Outputs and Milestones for Education and Training

CRC OUTCOME 1	
Productivity growth in existing industries	
Research Program 1 – Future Livestock Production	
1.1 Output EverGraze Plus – More livestock from perennial and More livestock from native perennial grasses in the high rainfall zone (>500 mm).	June 2011
1.1.1 Milestone Education and training package delivered to farmers, advisors, consultants and CMAs resulting in practice change on 500 farms.	June 2009
1.1.2 Milestone Site design through initial workshops with regional producer groups followed by continuous feedback via the extension network.	June 2011
1.1.3 Milestone One PhD student completed within EverGraze (graduating 2012).	June 2011
1.1.4 Milestone EverGraze package delivered to at least 3000 end users through field demonstrations, technical forums and commercial partners.	June 2011

CRC OUTCOME 1	
Productivity growth in existing industries	
1.2 Output Forage cultivars (chicory, Lotus or perennial Medicago) – from PastureSearch.	June 2014
1.2.1 Milestone Management package detailing cultivar management and integration into crop systems in the hands of private and public sector agronomists.	June 2014
1.3 Output New acid-tolerant perennial forage cultivars – from PastureSearch.	June 2011
1.3.1 Milestone Management package, developed and delivered with commercial partner.	June 2011
1.4 Output A new herbaceous forage for the warm season, summer dominant or high rainfall zone with a management and utilisation package commercially released - from PastureSearch with application in EverGraze.	June 2014
1.4.1 Milestone Training of extension agronomists completed with the new cultivar technology package.	June 2014
1.4.2 Milestone Management package and cultivar release to farmers.	June 2014
1.5 Output Enrich – new shrub-based livestock production system for landscape and natural resource health in the low/medium rainfall zone.	June 2014
1.5.1 Milestone One PhD student completed within Enrich.	June 2014
1.5.2 Milestone Enrich package delivered to at least 3000 end users through field demonstrations, technical forums and commercial partners.	June 2014
Research Program 2 – Future Cropping Systems	
1.6 Output EverCrop Decide – new crop systems analysis tool tools that integrate production and conservation objectives.	December 2013
1.6.1 Milestone Network of extension providers and relevant CMA staff with the skills for analysing the impacts of innovative systems.	December 2012
1.7 Output Drought tolerant forage legume cultivar – from PastureSearch.	June 2014
1.7.1 Milestone Training of extension agronomists undertaken on cultivar and crop integration package.	June 2014
1.7.2 Milestone Cultivars and management package delivered (Field days and 1:1 advice) to adopting producers by trained private and public sector agronomists.	June 2013
1.8 Output EverCrop – new farming system in each of 3 agro-climatic zones.	December 2013
1.8.1 Milestone Systems training conducted for all project participants.	June 2009
1.8.2 Milestone ‘Demand –driven’ management packages released in format that assists longevity and flexibility beyond the programme life.	December 2013
1.9 Output Feed grain quality salt/waterlogging-tolerant wheat.	June 2014
1.9.1 Milestone Agronomic packages developed and available for grain growers (with Programme 4).	December 2012

CRC OUTCOME 2	
Profitable new region industries	
Research Program 2 – Future Cropping Systems	
2.1 Output Salt/waterlogging-tolerant wheat suitable for biofuel.	June 2014
2.1.1 Milestone Agronomic packages developed and available for grain growers (with Programme 4).	December 2012

CRC OUTCOME 3	
Salinity damage reduced	
Research Program 4 – Farming Saline Landscapes	
3.1 Output HIGHpak – improved performance livestock and pasture management packages for saline land.	June 2014
3.1.1 Milestone At least one postgraduate student completes PhD on livestock management of saline land (graduating 2014).	December 2013
3.2 Output New salt tolerant pasture legume and grass cultivars – from PastureSearch.	December 2013
3.2.1 Milestone Postgraduate student submits and passes thesis.	June 2011
3.3 Output New salt tolerant halophytic shrub cultivars – from FloraSearch.	June 2014
3.3.1 Milestone Postgraduate student complete study of the nutritive value of saltbush.	June 2013
3.4 Output National Saltland Service Centre - Providing a path to impact.	December 2010
3.4.1 Milestone Network staff established (6) to support participation and group activities; producer support sites, training modules and publications and field days, contributions from third parties.	June 2009
3.4.2 Milestone The results of the whole-farm case studies are utilised as the basis for producer network workshops (10).	June 2010
3.4.3 Milestone Field days and other participatory events have occurred at least a second time on each of the 40 producer support sites.	December 2010
3.5 Output SALTCAP – land capability assessment tool for plant-based saline land management.	December 2007
3.5.1 Milestone SALTCAP 1- Training course developed, tested and adapted and then delivered to saltland producers.	December 2009
3.5.2 Milestone SALTCAP 2- Training course developed, tested and adapted and then delivered to saltland producers.	June 2014
3.6 Output SALTDecide – hydrological modelling tool to measure the impact of water management using integrated plant-based and engineering interventions both on-site and off-site.	December 2011
3.6.1 Milestone Training modules developed for target markets sectors (high value assets, protection of high value natural assets and agricultural land) and training delivered.	June 2011

CRC OUTCOME 3	
Salinity damage reduced	
Research Program 6 – Economic, Social and Policy Analysis	
3.7 Output Farm business/NRM simulation game (extension of "Salty Business")	December 2010
3.7.1 Milestone Delivery of 10 workshops with catchment bodies, policy advisors, scientists and students.	June 2009
3.7.1 Milestone Delivery of workshops with catchment bodies, policy advisors, scientists and students according to demand.	June 2010

CRC OUTCOME 4	
Other environment benefits	
Research Program 5 – Biodiversity and Water	
4.1 Output Management and decision packages that promote farming systems that integrate production and biodiversity outcomes.	June 2014
4.1.1 Milestone Stakeholders trained in use of packages.	June 2014
4.2 Output BioRisk – risk-based decision tool for managing hydrology to achieve biodiversity targets and improved production.	June 2014
4.2.1 Milestone CRC scientists trained in application of environmental risk framework.	June 2011
4.2.1 Milestone CRC scientists trained in application of decision tools.	June 2012
4.3 Output CAT Plus – catchment decision tool for perennial vegetation strategies to protect water resources in water supply catchments.	June 2014
4.3.1 Milestone Training modules developed for use with stakeholders.	June 2014
4.4 Output Risk assessment products and management strategies to protect biodiversity from weeds and genetic pollution and to minimise weed control costs.	June 2014
4.4.1 Milestone CRC scientists trained in application of environmental risk framework.	June 2011
4.4.2 Milestone CRC scientists trained in application of decision tools.	June 2012

CRC OUTCOME 5	
Capacity building	
Program 7 – Education and Training	
5.1 Output Postgraduates – 50 professionally trained for employment in relevant disciplines (graduating in three cohorts, 2012-2014).	June 2014
5.1.1 Milestone A programme of career training for higher degree students and early career science and extension professionals developed and implemented.	June 2009
5.1.2 Milestone 75% participation rate by early career science and extension professionals in career training programme.	June 2012
5.1.3 Milestone 30 internships commissioned and completed, 75% of higher degree students, early career science and extension professionals awarded certificates in accredited	June 2014

CRC OUTCOME 5	
Capacity building	
training in NRM.	
5.1.4 Milestone Delivery of 10 workshops with catchment bodies, policy advisors, scientists and students.	December 2009
5.2 Output Profitable Perennials™ accredited training programme.	June 2014

5.2.1 Milestone System of accredited training programmes and knowledge networks functioning effectively implemented and adapting to new FFI CRC products as they become available.	June 2012
5.2.2 Milestone 75% participants in NTP accredited to minimum Certificate III in NRM, effective pathway to adoption of FFI products established through agribusiness and wider client networks.	June 2014
5.2.3 Milestone Delivery of workshops with catchment bodies, policy advisors, scientists and students according to demand.	December 2010

Schedule 3 - Template Project Details

Item	Issue	Clause Ref	Details
1.	Project Participants	1.1	
2.	Responsible Participants	1.1, 17, 18	
3.	Specified Division	18.6	
4.	Project Funds	17	
5.	Project Contributions	17.2	Amount per Project Party Timing for Contribution Manner of payment
6.	Background IP	15	Description: Disclosures in relation to warranties: Restrictions:
7.	Specified Personnel		
8.	Project Plan	16.5	

The parties hereby agree to conduct the Project in accordance with these Project Details and the Participant's Agreement

[date]

[signatures]

Schedule 4 – Budget

TABLE 1: IN-KIND CONTRIBUTIONS

TABLE 1a: STAFF

NOTE: When valuing any Shortfall under clause 6, the following full-time equivalent (FTE) dollar amounts will apply to each of the categories of Staff In-Kind Contributions:

\$180,000 for Programme Leader/ Senior Manager

\$125,000 for Key Researcher/ Manager

\$95,000 for Researcher/ Professional

\$75,000 for Support Staff

NOTE: FTE FIGURES ENTERED TO 1 DECIMAL PLACE ONLY

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	GRAND TOTAL
	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE
PARTICIPANTS								
Australian Wool Innovation Ltd								
<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Researcher/Professional</i>	0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5
Charles Sturt University								
<i>Programme Leader/Senior Manager</i>	0.4	0.4	0.4	0.4	0.4	0.4	0.4	2.8
<i>Key Researcher/Manager</i>	1.2	1.2	1.2	1.2	1.2	1.2	1.2	8.4
<i>Researcher/Professional</i>	1.4	1.4	1.4	1.4	1.4	1.4	1.4	9.8
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	3.0	3.0	3.0	3.0	3.0	3.0	3.0	21.0
Commonwealth Scientific and Industrial Research Organisation								
<i>Programme Leader/Senior Manager</i>	0.5	0.5	0.5	0.5	0.5	0.5	0.5	3.5
<i>Key Researcher/Manager</i>	4.8	4.8	4.8	4.8	4.8	4.8	4.8	33.6
<i>Researcher/Professional</i>	3.5	3.5	3.5	3.5	3.6	3.6	3.6	24.8
<i>Support Staff</i>	0.9	0.9	0.9	0.9	0.9	0.9	0.9	6.3
TOTAL	9.7	9.7	9.7	9.7	9.8	9.8	9.8	68.2
Department of Agriculture and Food, Western Australia								
<i>Programme Leader/Senior Manager</i>	0.9	0.9	0.9	0.9	0.9	0.9	0.9	6.3
<i>Key Researcher/Manager</i>	3.7	3.7	3.7	3.7	3.7	3.7	3.7	25.9
<i>Researcher/Professional</i>	3.9	3.9	3.9	3.9	3.9	3.9	3.9	27.3
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	8.5	8.5	8.5	8.5	8.5	8.5	8.5	59.5
Department of Environment and Conservation								
<i>Programme Leader/Senior Manager</i>	0.9	0.9	0.9	0.9	0.9	0.9	0.9	6.3
<i>Key Researcher/Manager</i>	0.6	0.6	0.6	0.6	0.6	0.6	0.6	4.2
<i>Researcher/Professional</i>	2.4	2.4	2.4	2.4	2.4	2.4	2.4	16.8
<i>Support Staff</i>	0.6	0.6	0.6	0.6	0.6	0.6	0.6	4.2
TOTAL	4.5	4.5	4.5	4.5	4.5	4.5	4.5	31.5
South Australian Research and Development Institute								
<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	1.5	1.5	1.5	1.5	1.5	1.5	1.5	10.5
<i>Researcher/Professional</i>	2.3	2.3	2.4	2.6	2.7	2.7	2.6	17.6
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	3.8	3.8	3.9	4.1	4.2	4.2	4.1	28.1

The University of Western Australia

<i>Programme Leader/Senior Manager</i>	0.2	0.5	0.5	0.5	0.5	0.5	0.5	3.2
<i>Key Researcher/Manager</i>	1.7	1.7	1.7	1.7	1.7	1.7	1.7	11.9
<i>Researcher/Professional</i>	1.9	1.9	1.9	1.9	1.9	1.9	1.9	13.3
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	3.8	4.1	4.1	4.1	4.1	4.1	4.1	28.4

TOTAL STAFF (FTE) PARTICIPANTS

<i>Programme Leader/Senior Manager</i>	3.3	3.6	3.6	3.6	3.6	3.6	3.6	24.9
<i>Key Researcher/Manager</i>	23.8	23.8	23.8	23.6	23.2	23.2	23.0	164.4
<i>Researcher/Professional</i>	46.4	45.9	46.1	46.2	46.5	46.4	45.8	323.3
<i>Support Staff</i>	4.0	4.0	4.0	4.0	4.0	4.0	4.0	28.0
GRAND TOTAL	77.5	77.3	77.5	77.4	77.3	77.2	76.4	540.6

SUPPORTING PARTICIPANTS**Enecon Pty Ltd**

<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.7
<i>Researcher/Professional</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.7

Forest Products Commission

<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	0.3	0.3	0.3	0.3	0.3	0.3	0.3	2.1
<i>Researcher/Professional</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.3	0.3	0.3	0.3	0.3	0.3	0.3	2.1

Kondinin Group

<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.7
<i>Researcher/Professional</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.7

North Central Catchment Management Authority

<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Researcher/Professional</i>	0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.4
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.4

Oil Mallee Company of Australia Ltd

<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.4
<i>Researcher/Professional</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.4

Renewable Oil Corporation Pty Ltd

<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.7
<i>Researcher/Professional</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.7

TOTAL STAFF (FTE) SUPPORTING PARTICIPANTS

<i>Programme Leader/Senior Manager</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<i>Key Researcher/Manager</i>	0.8	0.8	0.8	0.8	0.8	0.8	0.8	5.6
<i>Researcher/Professional</i>	0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.4
<i>Support Staff</i>	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
GRAND TOTAL	1.0	1.0	1.0	1.0	1.0	1.0	1.0	7.0

TOTAL STAFF IN-KIND

78.5	78.3	78.5	78.4	78.3	78.2	77.4	547.6
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Table 1b NON-STAFF IN-KIND

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	GRAND TOTAL
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
PARTICIPANTS								
Australian Wool Innovation Ltd	0	0	0	0	0	0	0	0
Charles Sturt University	0	0	0	0	0	0	0	0
CSIRO	0	0	0	0	0	0	0	0
DAFWA	0	0	0	0	0	0	0	0
DEC	0	0	0	0	0	0	0	0
SARDI	0	0	0	0	0	0	0	0
Department of Primary Industries Victoria	0	0	0	0	0	0	0	0
DWLBC	0	0	0	0	0	0	0	0
GRDC	0	0	0	0	0	0	0	0
Landmark Operations Limited	0	0	0	0	0	0	0	0
Meat and Livestock Australia	0	0	0	0	0	0	0	0
NSW DECC	0	0	0	0	0	0	0	0
NSW Department of Primary Industries	0	0	0	0	0	0	0	0
The University of Adelaide	0	0	0	0	0	0	0	0
The University of Melbourne	0	0	0	0	0	0	0	0
The University of Western Australia	72	74	76	78	80	82	84	546
TOTAL	72	74	76	78	80	82	84	546
SUPPORTING PARTICIPANTS								
Enecon Pty Ltd	0	0	0	0	0	0	0	0
Forest Products Commission	0	0	0	0	0	0	0	0
Kondinin Group	0	0	0	0	0	0	0	0
Oil Mallee Company of Australia Ltd	0	0	0	0	0	0	0	0
North Central CMA	0	0	0	0	0	0	0	0
Renewable Oil Corporation Pty Ltd	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0
TOTAL NON-STAFF IN-KIND	72	74	76	78	80	82	84	546

TABLE 2: PARTICIPANTS' CASH CONTRIBUTIONS, OTHER FIRM CASH AND CRC PROGRAMME FUNDING

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	GRAND TOTAL
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
PARTICIPANTS' CASH CONTRIBUTIONS								
Australian Wool Innovation Ltd	500	500	500	500	500	500	500	3,500
Charles Sturt University	50	50	50	50	50	50	50	350
CSIRO	0	0	0	0	0	0	0	0
Department of Agriculture and Food, Western Australia	50	50	50	50	50	50	50	350
Department of Environment and Conservation	150	150	150	150	150	150	150	1,050
SARDI	50	50	50	50	50	50	50	350
Department of Primary Industries Victoria	0	0	0	0	0	0	0	0
Department of Water, Land and Biodiversity Conservation	50	50	50	50	50	50	50	350
Grains Research and Development Corporation	750	750	750	750	750	750	750	5,250
Landmark Operations Limited	50	50	50	50	50	50	50	350
Meat and Livestock Australia	750	750	750	750	750	750	750	5,250
NSW Department of Environment and Climate Change	0	0	0	0	0	0	0	0
NSW Department of Primary Industries	0	0	0	0	0	0	0	0
The University of Adelaide	0	0	0	0	0	0	0	0
The University of Melbourne	60	60	60	60	60	60	60	420
The University of Western Australia	100	100	100	100	100	100	100	700
TOTAL PARTICIPANTS' CASH CONTRIBUTIONS	2,560	2,560	2,560	2,560	2,560	2,560	2,560	17,920
SUPPORTING PARTICIPANTS' CASH CONTRIBUTIONS								
Enecon Pty Ltd	0	0	0	0	0	0	0	0
Forest Products Commission	0	0	0	0	0	0	0	0
Kondinin Group	0	0	0	0	0	0	0	0
Oil Mallee Company of Australia Ltd	0	0	0	0	0	0	0	0
North Central Catchment Management Authority	50	0	0	0	0	0	0	50
Renewable Oil Corporation Pty Ltd	0	0	0	0	0	0	0	0
TOTAL SUPPORTING PARTICIPANTS' CASH CONTRIBUTIONS	50	0	0	0	0	0	0	50
OTHER FIRM CASH	550	750	300	300	50	50	50	2,050
CRC PROGRAMME FUNDING	4,000	5,200	5,200	5,200	5,200	5,200	4,125	34,125
TOTAL CASH	7,160	8,510	8,060	8,060	7,810	7,810	6,735	54,145

Contributions are GST exclusive

TABLE 3: EXPENSES

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	GRAND TOTAL
	\$'000	\$'000	\$'000	\$000's	\$000's	\$000's	\$000's	\$'000
Employee Expenses	4,043	4,363	4,260	4,168	4,360	4,624	4,271	30,089
Supplier Expenses	3,216	3,704	4,247	3,865	3,378	3,024	2,622	24,056
Other Expenses	0	0	0	0	0	0	0	0
TOTAL EXPENSES	7,259	8,067	8,507	8,033	7,738	7,648	6,893	54,145

Note: Expenses are accrual expenses

TABLE 4: CAPITAL ITEMS

	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	GRAND TOTAL
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
TOTAL EXPENDITURE	0	0	0	0	0	0	0	0

"Capital Item" means an Asset of a durable nature, the value of which exceeds \$20,000

TABLE 5: ALLOCATION OF RESOURCES**NOTE: FTE FIGURES ENTERED TO 1 DECIMAL PLACE ONLY**

2007-08	Expenses (\$000's)	Non staff In-kind (\$000's)	In-kind Staff (FTE)
Research	4,807	0	65.9
Education	588	0	3.8
Commercialisation	773	0	8.6
Administration	1,091	72	0.2
TOTAL	7,259	72	78.5

2008-09	Expenses (\$000's)	Non staff In-kind (\$000's)	In-kind Staff (FTE)
Research	5,237	0	65.7
Education	1,237	0	3.8
Commercialisation	800	0	8.6
Administration	793	74	0.2
TOTAL	8,067	74	78.3

2009-10	Expenses (\$000's)	Non staff In-kind (\$000's)	In-kind Staff (FTE)
Research	5,067	0	65.9
Education	1,725	0	3.8
Commercialisation	822	0	8.6
Administration	893	76	0.2
TOTAL	8,507	76	78.5

2010-11	Expenses (\$000's)	Non staff In-kind (\$000's)	In-kind Staff (FTE)
Research	4,935	0	65.8
Education	1,482	0	3.8
Commercialisation	822	0	8.6
Administration	794	78	0.2
TOTAL	8,033	78	78.4

2011-12	Expenses (\$000's)	Non staff In-kind (\$000's)	In-kind Staff (FTE)
Research	5,210	0	65.7
Education	912	0	3.8
Commercialisation	822	0	8.6
Administration	794	80	0.2
TOTAL	7,738	80	78.3

2012-13	Expenses (\$000's)	Non staff In-kind (\$000's)	In-kind Staff (FTE)
Research	5,587	0	65.6
Education	345	0	3.8
Commercialisation	822	0	8.6
Administration	894	82	0.2
TOTAL	7,648	82	78.2

2013-14	Expenses (\$000's)	Non staff In-kind (\$000's)	In-kind Staff (FTE)
Research	5,082	0	64.8
Education	145	0	3.8
Commercialisation	822	0	8.6
Administration	844	84	0.2
TOTAL	6,893	84	77.4

TOTAL	54,145	546	548
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Note: Expenses are accrual expenses