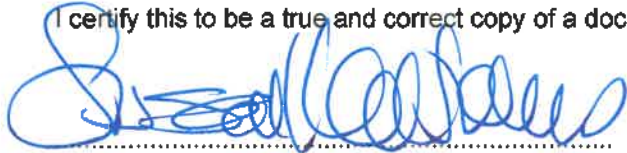


I certify this to be a true and correct copy of a document comprising PDF pages sighted by me:



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An Australian Legal Practitioner within the meaning
of the Legal Profession Uniform Law (Victoria)

Major Partners Agreement Cooperative Research Centre

CRC for High Performance Soils

Parties

CRC for High Performance Soils Limited (Company)

University of Newcastle

Landcare Research New Zealand Limited

Southern Cross University

Charles Sturt University

Murdoch University

University of Southern Queensland

University of Tasmania

South Australian Grain Industry Trust Fund

Federation University Australia

NSW Department of Primary Industries

(Major Partners)

Index

Part A	Introduction.....	5
1.	Definitions and Interpretation	5
2.	Relationship to Other Agreements	12
Part B	CRC HPS.....	13
3.	CRC HPS.....	13
Part C	General Principles	15
4.	CRC Objectives	15
5.	General Obligations	16
6.	Relationship of the Parties	18
7.	Contributions.....	19
Part D	CRC resources, accounting and reporting.....	20
8.	Budgeting.....	20
9.	Personnel.....	20
10.	Assets	21
11.	Financial Management.....	22
12.	Accounting	23
13.	Reporting by Company	24
Part D	Project provisions	24
14.	Pre-existing Material	24
15.	Projects	27
16.	Project Funds and Project Contributions.....	29
17.	Project Management and Reporting	30
18.	Variation to Projects	32
19.	Withdrawal and Removal from Projects	32
20.	Termination of Projects	34
Part E	General requirements.....	35
21.	CRC IP.....	35
22.	Project IP	37
23.	Non-Project CRC IP	38
24.	Moral Rights.....	39
25.	Use of Party's Name & CRC Indicia	39
26.	Confidentiality	39
27.	Protection of Personal Information	41
28.	Indemnities.....	41
29.	Insurance	42
30.	Work Health and Safety	43

31. Conflict of Interest	43
32. Books and Records.....	43
33. Audit and Access	44
34. False or Misleading Information	46
35. Safe and Ethical Research.....	46
36. Responsible Conduct of Research.....	46
37. Student Involvement	47
38. Publications.....	47
39. Notices and Other Communications	49
40. Public Announcements	49
41. Survival	49
42. Changes to the Agreement	50
43. Admission of New Parties	50
44. Retirement and Removal from the CRC.....	51
45. Agreement Period and Termination	53
46. Dispute Resolution.....	54
47. General	55
SCHEDULE 1 – CRC DETAILS	57
SCHEDULE 2 – MAJOR PARTNERS	59
SCHEDULE 3 – ACTIVITIES	62
SCHEDULE 4 – PARTICIPANT CONTRIBUTIONS AND BUDGET	72
SCHEDULE 5 – TEMPLATE IP DEED POLL	80
SIGNING PAGES	83

Details

Date

02 / 11 / 2017
day month year

Parties

Name CRC for High Performance Soils Limited
ABN 63 618 897 224
Short form name **CRC HPS or Company**
Notice details CRC HPS
University of Newcastle
University Drive, CALLAGHAN NSW 2308
Email address: michael.crawford@soilcrc.com.au
Attention: Michael Crawford, CEO

Name **The entities named and described in Schedule 2 of this Agreement**, being the present Major Partners in the CRC
Short form name **Major Partners**

Background

- A. The Commonwealth of Australia, as represented by the Department of Industry, Innovation and Science, by the provision of financial assistance under a programme known as the Cooperative Research Centres Programme (**CRC Programme**), wishes to foster high quality research to solve industry problems through industry-led and outcome-focused collaborative research partnerships between industry and researchers, and to encourage and facilitate Small and Medium Enterprise (**SME**) participation in collaborative research.
- B. The objective of the CRC Programme is to improve the competitiveness, productivity and sustainability of Australian industries, especially where Australia has a competitive strength, and in line with government priorities.
- C. The Parties have agreed to establish a research collaboration to be known as the Cooperative Research Centre for High Performance Soils (**CRC**).
- D. The CRC will be operated by CRC HPS.
- E. CRC HPS has entered into a Funding Agreement with the Commonwealth under the CRC Programme, by which CRC HPS will be partially funded by the Commonwealth to contribute toward the operation of the CRC.
- F. As a necessary precondition of the Funding Agreement 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. Definitions and Interpretation

1.1 Defined terms

In this Agreement, except where the contrary intention is expressed, the following definitions are used:

Activities	the activities set out in Schedule 3, and includes the Projects.
Activity Payments	any payment to a Participant or other party for a cost they incur in the conduct of the Activities.
Agreement	this agreement between the Major Partners, as varied from time to time in accordance with clause 42, and including its Schedules and any attachments.
Agreement Period	the period as specified in clause 45.1.
Annual Budget	the annual budget for the CRC prepared and approved under clause 8.
Asset	any item of tangible property purchased, leased, created or otherwise brought into existence either wholly or in part with use of the Grant Funds, but does not include CRC IP.
Associate	a person, body or organisation that has executed an agreement to participate in the CRC which Participant is an end-user or industry Participant.
Associate Collective	all of the Associates or otherwise such number of them (provided always that the number is a majority of the Associates) as agree between themselves, to engage with CRC HPS through a representative.
Board	the board of CRC HPS, being the natural persons (a majority of whom should be independent of the Participants) with general industry experience and management expertise and skills who must employ good practice in the governance and management of the CRC.
Budget	the budget set out in Schedule 4.
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the Notice is received.

Chairperson	the person who is the chair of the Board who is independent of, and has no financial interest in, the Participants.
Chief Executive Officer	the person appointed as the Chief Executive Officer of the CRC (whether known as Chief Executive Officer or another title such as director or manager).
Commonwealth	the Commonwealth of Australia.
Confidential Information	<p>information that is by its nature confidential and:</p> <p>(a) is designated by a Party as confidential; or</p> <p>(b) a Party knows or ought to know is confidential including without limitation that information described in item 6 of Schedule 1,</p> <p>but does not include information that is or becomes public knowledge or is already known to a Party otherwise than by breach of this Agreement or any other confidentiality obligation.</p>
Contribution	the cash, personnel, facilities and services to be provided by the Major Partners to the CRC, from their own resources, for the purposes of undertaking the Activities, as specified in Schedule 4.
Consequential Loss or Damage	any special or, indirect loss or damage arising through breach of this Agreement including, without limitation, loss of income, loss of profit, loss of revenue, loss of business opportunity, loss of production or loss of goodwill.
Constitution	the constitution of CRC HPS.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
CRC	the Cooperative Research Centre identified at Background C, being the collaboration between CRC HPS and the Participants to undertake the Activities as determined by the arrangements set out in this Agreement.
CRC Account	the account CRC HPS must establish under clause 10.4 of the Funding Agreement.
CRC Asset Register	a register maintained by the CRC recording the ownership, value and other relevant details of each Asset.
CRC Details	the details specified in Schedule 1.
CRC Field	the field of research specified in item 2 of Schedule 1.

CRC Funds	money comprised in the CRC Account including the cash Contributions, Grant Funds, cash contributions to the CRC received from third parties and interest on the CRC Account, but not including any proceeds derived from the Utilisation of Intellectual Property.
CRC HPS	the incorporated company, identified at Background D, established to govern and manage the CRC. Also known as the Recipient in the Funding Agreement.
CRC Indicia	the terms "CRC", "CRC-Projects", "CRC-P", "Cooperative Research Centre" and the CRC Programme logo and any additional items specified by the Commonwealth from time to time.
CRC IP	(a) Project IP; and (b) Non-Project CRC IP; but excludes Pre-existing Material.
CRC Objectives	the objectives of the CRC as set out in clause 4.
CRC Resources	the non-cash resources made available for use by the Parties in carrying out the Activities, including the non-cash Contributions and non-cash resources procured from third parties.
Deliverables	the required deliverables for a Project as described in the Project Plan.
Financial Year	a year beginning 1 July and ending 30 June.
Funding Agreement	the funding agreement between the Commonwealth and CRC HPS for the purposes of funding and managing the CRC.
Funding Period	has the same meaning as in the Funding Agreement.
Grant Funds	the amounts payable by the Commonwealth to CRC HPS under the Funding Agreement and any interest earned on those amounts.
Guidelines	the Programme Guidelines listed under item 4 of Schedule 1, and any other guidelines issued by the Commonwealth from time to time in relation to the CRC Programme and its administration.
Improvements	a modification, enhancement or improvement of IP such that the improved IP cannot be used without infringing the Intellectual Property rights in the underlying IP.

Insolvency Event	<p>in relation to any entity, means:</p> <ul style="list-style-type: none"> (a) becoming insolvent or bankrupt, including the inability to pay its debts when they are due or inability to pay its debts within the meaning of the Corporations Act; (b) the suspension of payment of its debts generally; (c) being the subject of winding up proceedings; (d) the appointment of any receiver, receiver and manager, administrator, trustee or similar official over any of the assets or undertaking of the entity; (e) 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; (f) the entry into or resolution to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or (g) any application or order being made for liquidation of, or the appointment of a provisional liquidator to the entity or any resolution being passed or steps being taken to pass any resolution for the liquidation of the entity except for the purpose of any amalgamation or reconstruction.
Intellectual Property or IP Rights	<p>all intellectual property rights, including:</p> <ul style="list-style-type: none"> (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, <p>whether or not such rights are registered or capable of being registered.</p>
Internal Use	the use of CRC IP for internal research (not with third parties), operational evaluation trials, teaching and training purposes but excludes Utilisation.
IP Deed Poll	a deed poll substantially in the form of the poll in Schedule 5 or otherwise provided by a Participant and approved by the Board.

Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
Material	property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of IP Rights, including the IP Rights themselves or in any of the materials listed in this definition.
Major Partner	a person, body or organisation, listed in Schedule 2, that is a signatory to this Agreement and has agreed to support the Activities of the CRC and provide Contributions.
Members	the members of CRC HPS. Member means any one of them.
Milestone	a stage of completion of the Activities as set out in Schedule 3.
Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the <i>Copyright Act 1968</i> (Cth).
Non-Project CRC IP	Intellectual Property developed by the Parties in the course of carrying out the Activities but excludes: <ul style="list-style-type: none"> (a) Project IP; and (b) Pre-existing Material.
Notice	a notice, demand, consent, approval or communication issued under this Agreement.
Outcomes	the outcomes of the Activities, as set out in Schedule 3.
Participant	a Major Partner, a Partner or an Associate.
Parties	the parties to this Agreement.
Partner	a person, body or organisation, that is a signatory to a Partner Agreement and has agreed to support the Activities of the CRC and provide Contributions which contributions are less than the Contributions being made by Major Partners.
Partner Agreement	the agreement between CRC HPS and one or more Partners which agreement sets out details of how a Partner will participate in and make Contributions to the CRC.

Partner Collective	all of the Partners or otherwise such number of them (provided always that the number is a majority of the Partners) as agree between themselves, to engage with CRC HPS through a representative.
Personnel	in relation to a Party, any employee, officer, agent, professional adviser or subcontractor of that Party allocated by that Party to the CRC or to a Project as part of that Party's Contribution.
Pre-existing Material	Material owned or controlled by a Party before execution of this Agreement or subsequently developed by a Party independently from this Agreement, including any Material that: <ul style="list-style-type: none"> (a) is specified in item 5 of Schedule 1; and (b) a Project Party has agreed to contribute as pre-existing Material to a Project in accordance with the applicable Project Agreement.
Programme Leader	a person responsible for overseeing and managing the conduct of a Programme specified in Schedule 3, as agreed between the Major Partners and the CRC HPS from time to time, and who may be seconded to CRC HPS on terms to be agreed.
Project	a discrete, time-bounded research, training or Utilisation activity or series of activities to be carried out under clause 15 by some or all of the Parties or third parties and that has been recognised as a 'Project' by CRC HPS agreeing to a Project Agreement (being a third party Project Agreement in the case of third party participation) in accordance with this Agreement.
Project Agreement	the terms and conditions applicable for a Project as agreed in writing by all Project Parties, in the form approved by the Board.
Project Contribution	a Contribution to a Project to be contributed by a Party.
Project Funds	the money to be paid to the Project Participants for conducting the Project, and may include Grant Funds received by CRC HPS.
Project IP	Intellectual Property developed in the course of carrying out a Project.
Project Leader	the person appointed under clause 17 to act as leader of a Project and nominated as such in the Project Agreement.
Project Participants	with respect to a Project, the Project Parties other than CRC HPS.
Project Parties	the parties to a Project Agreement, including CRC HPS.

Project Plan	the plan for carrying out a Project as set out in the Project Agreement, including any variations to that plan as agreed by the Project Parties in writing.
Schedules	the schedules to this Agreement.
Shortfall	any deficit in the total contributions received by CRC HPS during a Financial Year and the contributions which should have been received by CRC HPS during that Financial Year as specified in Schedule 4.
Special Board Resolution	a resolution of the Board requiring approval of seventy five percent (75%) of the directors able to attend and vote.
Special Majority Issues	the issues listed in item 7 of Schedule 1.
Utilisation	technology transfer and take-up and use of research outputs. Commercial utilisation includes the manufacture, sale, hire or other exploitation of a product or process, or the provision of a service, incorporating Intellectual Property or the licensing of any third party to do any of those things, or otherwise licensing or assigning the IP. Utilise has a corresponding meaning.
Utilisation Income	all royalties, licence fees, and other monetary proceeds (including monetary proceeds from the use or disposal of any non-monetary assets) from Utilisation of CRC IP received by CRC HPS.
Utilisation Plan	a plan for the Utilisation of Project IP.
WHS Laws	the <i>Work Health and Safety Act 2011</i> (Cth), regulations made under that Act and any Code of Practice approved for the purpose of that Act.

1.2 Interpretation

In this Agreement, except where the contrary intention is expressed:

- (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 or schedule is to a clause or paragraph of, or schedule to, this Agreement;
- (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 time is to Newcastle, Australia time;

- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) 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;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them severally;
- (m) 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;
- (n) if a day on 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
- (o) headings are for ease of reference only and do not affect interpretation.

2. Relationship to Other Agreements

2.1 Relationship to the Funding Agreement

Nothing in this Agreement will reduce or otherwise affect the obligations of CRC HPS under the Funding Agreement. In the event of any inconsistency between this Agreement and the Funding Agreement, the Funding Agreement takes precedence.

2.2 Funding Agreement: Participants Agreement Terms and Conditions

- (a) Without limitation to clause 2.1, each Major Partner agrees to comply with the obligations to be imposed on Participants by CRC HPS pursuant to the Funding Agreement (including clause 6 of that agreement), and to cooperate with CRC HPS and provide information to CRC HPS to enable CRC HPS to comply with its obligations under the Funding Agreement. The Parties agree that such obligations under the Funding Agreement (including clause 31.17 and 31.18 of that agreement) prevail over any contrary obligation set out in this Agreement.
- (b) Terms of the Funding Agreement with which a Major Partner is required to comply pursuant to this Agreement that are expressed to survive termination or expiry of the Funding Agreement, will survive the termination or expiry of this Agreement and the Funding Agreement.

2.3 CRC HPS authority to vary the Funding Agreement

CRC HPS must not:

- (a) waive any of its rights or benefits under the Funding Agreement; or
- (b) agree with the Commonwealth to a variation of the Funding Agreement, without:
- (c) a Special Board Resolution of the Board approving the variation; or
- (d) if the matters specified in clauses 2.3(a) or (b) are Special Majority Issues, compliance with clause 3.7.

2.4 Relationship to the Constitution

If there is an 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.

2.5 Relationship to the Project Agreement

In the event of any inconsistency between this Agreement and the Project Agreement (other than any Special Terms specified in the Project Agreement which will take precedence), this Agreement will prevail and the Parties will use their reasonable efforts to remove the inconsistency from the Project Agreement, 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 CRC HPS

3. CRC HPS

3.1 Role of Company

CRC HPS will operate the CRC in accordance with the Funding Agreement, this Agreement and the Constitution. CRC HPS will be responsible for the overall management and governance of the CRC.

3.2 Governance

- (a) CRC HPS and the Board must manage and govern the CRC under the Constitution and ensure that the Activities are at all times carried out in accordance with the Funding Agreement. This clause 3.2 is not intended to limit the ways in which CRC HPS may participate in the CRC.
- (b) The Parties intend that the Partners Collective and the Associates Collective be able to engage with the CRC through participation on the Board of one person nominated by them and elected by the Members.

3.3 Company objects and powers

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

3.4 Company Constitution

- (a) Each Member hereby resolves to adopt the Constitution as the constitution of CRC HPS effective as of the end of the meeting at which the special

resolution to adopt the Constitution is passed and each Major Partner hereby approves the adoption of the Constitution.

- (b) The Constitution may only be amended by a special resolution of CRC HPS Members in accordance with the Corporations Act, provided that any amendment to the Constitution that would be inconsistent with this Agreement requires the prior written agreement of all Parties.
- (c) The Parties must ensure that any amendment made to the Constitution under clause 3.4(b) is consistent with the obligations under clauses 4 and 5 of the Funding Agreement and otherwise allows CRC HPS to meet its obligations under the Funding Agreement.

3.5 Governance of CRC HPS

- (a) CRC HPS will be governed by the Board in accordance with the Constitution.
- (b) The Parties must:
 - (i) ensure that the Chairperson is independent of each Participant and the management of the CRC, and is free of any business or other relationship that could materially interfere, or could reasonably be perceived to materially interfere, with the exercise of their unfettered and independent judgment;
 - (ii) select appropriate persons for the Board, which should comprise a majority of members that are independent of the Participants;
 - (iii) ensure that the Chairperson and Chief Executive Officer of CRC HPS are not the same individual; and
 - (iv) engage with the representatives of the Partner Collective and Associate Collective, either with that representative as an observer at Board meetings or through participation of the representative on Board or other advisory committees.

3.6 Membership of Company

- (a) The Major Partners are either Members of the Company, or entitled to become Members of the Company, in accordance with the Constitution. CRC HPS and those Major Partners which are Members agree to promptly admit as a member of CRC HPS any Major Partner that is not a Member but has requested to be admitted. For the avoidance of doubt, whilst this Agreement is in force, membership of Company is limited to Major Partners.
- (b) The Major Partners agree to encourage the participation of the Associate Collective and the Partner Collective in CRC HPS and agree that each of the Associate Collective and the Partner Collective be permitted to nominate a person to be put forward at an annual general meeting for election to one position on the Board as part of the election cycle.

3.7 Special majority approval of Company Members

CRC HPS must not do, or commit to do, any of the Special Majority Issues without a resolution passed by, or written consent given by, Members who would together hold more than 75% of the votes in the event of a poll.

3.8 Other consents required

Clause 3.7 does not limit or prevail over any other consent or approval required under the Corporations Act, the Funding Agreement or the Constitution.

3.9 Committees

- (a) The Board, at its discretion, may establish, review and amend committees from time to time. Membership of such committees may be comprised of members of the Board, CRC HPS's nominated personal and representatives of the Participants. A Major Partner can nominate to be an observer at a meeting of a committee established by the Board.
- (b) Without limitation to this clause 3.9, the Board will cause to be established:
 - (i) Research and Adoption Committee (RAC);
 - (ii) Commercialisation and Intellectual Property Advisory Committee (CIPAC); and
 - (iii) Audit and Risk Management Committee (ARMC)
 - (iv) Remuneration Committee
- (c) The RAC will be constituted as described in clause 15.7 and perform the role set out in that clause.

Part C General Principles

4. CRC Objectives

4.1 Objectives

The Parties intend for CRC HPS to be an entity eligible for registration with the Australian Charities and Not-for-profits Commission, Australian Taxation office or successor as a 'charity':

- (a) to advance the Australian agriculture and primary production industries and to support regional communities by driving sustainable economic growth through improvement in soils and consequential improvement in agriculture, horticulture, pasture and sustainable production in agribusiness sectors and industries;
- (b) to address farm soil management issues and thereby improve natural resources and increase farm productivity in the Australian agriculture and primary production sectors;
- (c) to improve the natural environment and capacity of land to support agriculture, and primary production industries;
- (d) to establish and operate a cooperative research centre in the CRC Field with the capability of pursuing world class scientific research and training relevant to the Field;
- (e) to ensure that the parties with their differing disciplines and backgrounds will, through their participation in CRC HPS, add value to each other so that the performance of CRC HPS will be greater than that of each Party acting independently;

- (f) to promote a managed and cooperative approach to soil management, scientific research and education in the CRC Field so as to maximise the benefits to Australia and internationally from that scientific research and education;
- (g) to carry out education activities in the CRC Field for students and for the professional development of persons working in the Field; and
- (h) to increase the skills of persons already working in the CRC Field and to train and equip new postgraduate and other students with skills and attributes to continue being productive in the CRC Field;
- (i) to build Australia's long term capacity in the CRC Field including building Australia's current agriculture, land management and pastoral skills and future workforce opportunities in the CRC Field;
- (j) to ensure the outcomes of all activities are utilised in advancing the best interests of Australia to maximise the benefit to Australian industry and the Australian economy; and
- (k) as an ancillary and supportive purpose, to utilise intellectual property generated from the research in such a manner as to advance the safety and security of food and agricultural resources and networks in Australia and ensure benefit to Australia, including Australian agriculture, horticulture and other farm sector industries, the Australian environment and the Australian economy generally.

4.2 Interpretation

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

5. General Obligations

5.1 Mutual obligations

Each Party agrees that it will:

- (a) diligently perform its obligations as set out in this Agreement and the Constitution to a high professional standard;
- (b) undertake the Activities at the times and in the manner specified in Schedule 3 of this Agreement, and in doing so, actively promote the CRC Objectives and raise the profile of the CRC Programme;
- (c) undertake the Activities in accordance with the CRC Programme Guidelines and any related documentation developed to assist the management and administration of the CRC Programme, issued by the Commonwealth and as amended from time to time;
- (d) make its Contributions to the CRC in accordance with Schedule 4 and any other requirements under this Agreement, including Project Agreement and third party Project Agreements to which it is a party;
- (e) any Contribution not paid by a Major Partner in accordance with this Agreement is to be treated as a debt due to CRC HPS and payable upon demand;

- (f) apply the CRC Funds and CRC Resources only for the purpose of carrying out the Activities in accordance with this Agreement and Project Agreement to which it is a party (including third party Project Agreements);
- (g) meet the due dates for the Milestones, as specified in Schedule 3;
- (h) not unreasonably delay any action, approval, direction, determination or decision which is required of it in relation to the CRC;
- (i) use reasonable efforts to ensure that its Personnel, students and other representatives involved in any way with the CRC give full force and effect to the provisions of this Agreement including the other provisions of this clause 5 and the vesting of ownership of CRC IP in accordance with clauses 21 to 24 (including by procuring each to sign an IP Deed Poll if requested by CRC HPS);
- (j) ensure that all Activities will be carried out by or through CRC HPS; and
- (k) act reasonably and in good faith with the other Parties, and in performing its obligations under this Agreement.

5.2 Acknowledgement of support

Each Party must, in all:

- (a) publications (including reprints), promotional and advertising materials relating to the Activities;
 - (b) public announcements, events and activities in relation to the Activities; and
 - (c) any products, processes or inventions developed as a result of the Activities;
- acknowledge the financial and other support received from the Commonwealth:
- (d) through reference to this support and the CRC Programme;
 - (e) through prominent display of the CRC Indicia; and
 - (f) by reference to any acknowledgement as otherwise specified by the Commonwealth from time to time.

5.3 Major Partner obligations

Without limiting any other obligation of a Party under this Agreement, each Major Partner agrees that it will:

- (a) cooperate with and provide to CRC HPS any information about its Contributions, and Activities reasonably required by CRC HPS;
- (b) cooperate with CRC HPS in relation to CRC HPS's obligations under clause 7 of the Funding Agreement regarding notification of any Shortfall, making good any Shortfall (up to the total amount of any Contributions pledged by the Major Partner and reporting on any details of other government funding;
- (c) keep the CRC informed about the results of the Activities and any other information relevant to the conduct of the Activities in which the Major Partner is involved;
- (d) cooperate with and support CRC HPS by providing the information necessary to enable CRC HPS to meet its obligations to the Commonwealth under the Funding Agreement;

- (e) not do, or cause to be done, any act or omission that would cause CRC HPS to be in breach of the Funding Agreement; and
- (f) support (but without any liability for ensuring compliance) CRC HPS in meeting its obligations in compliance with Law and policy, and comply with the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.

5.4 In the event the Major Partner is unable to meet obligations

Each Major Partner must notify the CRC immediately upon becoming aware of any circumstances that are likely to adversely affect the Major Partner's ability to comply with the terms of this Agreement, in particular its solvency or ability to ensure that the Activities are carried out in accordance with this Agreement. This includes notification of any intent of, or changes in circumstances leading to the need for, withdrawal from the CRC and the Activities.

5.5 Breach of the Major Partners Agreement

Each Major Partner must, within 5 Business Days of becoming aware of any breach or suspected breach of this Agreement that would affect CRC HPS's ability to comply with its obligations under the Funding Agreement:

- (a) provide Notice to CRC HPS of that breach or suspected breach;
- (b) provide all information reasonably required by CRC HPS in relation to the breach or suspected breach;
- (c) identify to CRC HPS the steps the Major Partner intends to take to address the matter;
- (d) keep CRC HPS informed of any action it takes to remedy the breach; and
- (e) provide Notice to CRC HPS once the breach is remedied, or if not remedied upon the matter being otherwise resolved.

5.6 Other government funding

Each Major Partner must provide to CRC HPS full details of any financial assistance for activities in connection with the Activities which the Major Partner receives from another Commonwealth, State or Territory government source or agency after the commencement of this Agreement (**Other Financial Assistance**), including;

- (a) the amount and source of the funding; and
- (b) the name of the programme under which it was provided,

within 10 Business Days of the Major Partner receiving Notice that the Other Financial Assistance has been approved.

6. Relationship of the Parties

6.1 General

The Parties agree that:

- (a) the rights, duties, obligations and liabilities of the Parties in relation to the CRC will, 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) unless explicitly stated, nothing contained in this Agreement constitutes any of them as agent, partner or trustee of any other of them or the Commonwealth, 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, the Commonwealth or any other Party.

6.2 Variation Agent

Each Major Partner other than those specified, if any, in item 3 of Schedule 1 authorises CRC HPS to negotiate and sign for and on its behalf documents that have the purpose of:

- (a) varying Project Agreement and third party Project Agreements for Projects in which that Major Partner is a party;
 - (b) admitting new parties to this Agreement; or
 - (c) rectifying an error in this Agreement,
- so as to bind that Major Partner, provided that:
- (d) the Board has approved the variation;
 - (e) the variation does not require the Major Partner to increase its Contribution; or
 - (f) the variation does not have a material adverse impact upon the Major Partner including any increase in liability.

7. Contributions

7.1 Obligation

- (a) Each Major Partner agrees to pay to CRC HPS 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 Agreement.
- (b) Any cash Contribution not paid by a Major Partner in accordance with this Agreement is to be treated as a debt due to CRC HPS and payable when due.
- (c) Without limitation to the terms of this Agreement and subject to clause 46, if a cash Contribution is not paid by a Major Partner when due, CRC HPS may suspend that Major Partner's role and involvement in the CRC, and the benefits arising therefrom, until such time as the outstanding amount has been paid. CRC HPS may only exercise its rights under this clause if it is not in breach of its obligations under this Agreement.
- (d) Notwithstanding clause 5.3(b), a Major Partner will not be liable to make additional contributions (whether in cash or kind) beyond the Contribution unless otherwise agreed by that Major Partner in its absolute discretion.

7.2 Timing

Each Major Partner must pay to CRC HPS the cash component of its respective annual Contributions by equal quarterly instalments in advance, or as otherwise agreed by the Major Partner and the Board, provided CRC HPS has continued to receive funding from the Commonwealth under the Funding Agreement.

Part D CRC resources, accounting and reporting

8. Budgeting

8.1 Annual Budget

Prior to the commencement of each Financial Year, CRC HPS will draft for review and approval by the Board 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) confirmed each Party's pledged Contribution for the year (including cash and non-cash components);
- (b) cash and non-cash Contributions to the CRC to be procured from third parties (including Partners);
- (c) the allocation of CRC Funds and CRC Resources to Projects and other Activities;
- (d) the allocation of CRC Funds and CRC Resources to heads of expenditure;
- (e) the portion of the CRC Funds and the CRC Resources to be made available, for the purpose of carrying out the Activities, to:
 - (i) each Major Partner; and
 - (ii) any third parties (including Partners and Associates);
- (f) the portion of the CRC Funds and the CRC Resources to be used by CRC HPS for the purpose of carrying out the Activities; and
- (g) the proposed allocation of CRC Funds to be paid to CRC HPS for its operating expenses in accordance with clause 11.1(h).

8.2 Circulation of Annual Budget

CRC HPS must provide a copy of each Annual Budget to all Major Partners promptly after the Annual Budget is approved by the Board.

8.3 Forward forecasts

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

9. Personnel

9.1 Make available

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

9.2 Terms of employment

Personnel of each Major Partner will remain subject to the terms and conditions of employment of that Major Partner and will be replaced on reasonable request by CRC HPS in accordance with clause 14.3 of the Funding Agreement.

9.3 CRC IP

Each Party must use all reasonable efforts to procure:

- (a) that CRC IP created by any of its Personnel will be owned and dealt with according to the provisions of this Agreement; and
- (b) its Personnel to execute an IP Deed Poll if requested by CRC HPS.

9.4 Withdrawal

- (a) A Major Partner may withdraw any of its Personnel upon 90 days' notice (or such shorter notice as may be agreed if the Major Partner is otherwise unable to comply with this provision) to CRC HPS provided it provides replacements for such personnel who are acceptable to CRC HPS.
- (b) If the Major Partner is unable to provide a replacement acceptable to CRC HPS (acting reasonably) as required under clause 9.4(a), CRC HPS will engage in good faith negotiations with the Major Partner (and , at its discretion, Partners or third parties) regarding alternative arrangements. However, if such alternative arrangements are not agreed, this may constitute Due Cause for expulsion of the Major Partner from the affected Project (under clause 19.2(a)).
- (c) CRC HPS may withdraw any of its Personnel upon 90 days' notice to the Participants.

10. Assets

10.1 Application of clause

This clause 10 applies to an Asset:

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

10.2 Acquisition of Assets

The Major Partners must not use the Grant Funds for capital works or for the purchase, construction, renovation or extension of buildings and facilities.

10.3 Ownership

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

10.4 Obligations of Asset Owner

For the Agreement Period, the Asset Owner:

- (a) must make the Asset available for use by CRC HPS or any Project Party as and when reasonably required;
- (b) must not sell, hire, charge, mortgage, pledge or otherwise encumber the Asset; and
- (c) is responsible for insurance, maintenance and, if required, repair and replacement of the Asset, registration of the Asset on the Personal Properties Securities Register (PPSR), recording it on the CRC Asset Register and any other costs and liabilities associated with the Asset.
- (d) The provisions of this clause 10.4 do not require the Asset Owner to replace an Asset that is at the end of its depreciated life. Repairs that are caused by a Project Party other than the Asset Owner may be negotiated as a cost to the Project or to the relevant Project Party, as agreed.

10.5 Costs

CRC HPS will, in consultation with and the agreement of the Parties treat the costs mentioned in clause 10.4, or part of them, as an additional Contribution by the Asset Owner.

11. Financial Management

11.1 Company obligations

CRC HPS will:

- (a) establish and operate such bank accounts as it determines, including the CRC Account;
- (b) pay the Grant Funds into the CRC Account;
- (c) liaise with, report to and meet any other accounting and financial requirements of the Commonwealth under the Funding Agreement, in order to secure instalments of the Grant Funds in a timely fashion;
- (d) seek and accept from each Major Partner the cash component of its Contribution;
- (e) seek and accept any money to be procured from third parties (including Partners) contributing to the Activities;
- (f) pay the amounts received under clause 11.1(d) and (e) into the CRC Account;
- (g) draw on the CRC Account to make Activity Payments; and
- (h) draw on the CRC Account to meet the operating costs of CRC HPS, including:
 - (i) the costs incurred by CRC HPS associated with the protection of CRC IP as described in clause 21.3;
 - (ii) the costs incurred by CRC HPS associated with Utilising CRC IP, including legal and other professional fees; and

- (iii) the costs of remuneration of the Board, the Chief Executive Officer and CRC HPS's other employees.

11.2 Company not agent

Except as expressly permitted under clause 6.2, CRC HPS will not be taken to be an agent for any of the Major Partners.

11.3 No authority

Nothing in this Agreement shall be taken to in any way authorise or permit CRC HPS or a Major Partner to incur any liabilities or undertake any obligations on behalf of, or in the names of, any of the Major Partners except as specifically authorised in this Agreement or, in the case of the respective Project Participants, any Project Agreement to which it is a party (including any third party Project Agreement).

12. Accounting

12.1 Major Partner Accounts

Each Major Partner is responsible for keeping separate financial accounts which will record:

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

12.2 Company accounts

CRC HPS will keep separate financial accounts which will record:

- (a) receipt of the Commonwealth's payments of Grant Funds to CRC HPS;
- (b) the cash component of each Participant's Contribution received;
- (c) the cash component received from third parties contributing to the Activities;
- (d) CRC HPS's payments of CRC Funds to the Participants and third parties;
- (e) withdrawals from the CRC Account under clause 11.1(h);
- (f) Utilisation Income and expenses; and
- (g) any other income of or expenditure by CRC HPS.

12.3 Accounting for non-cash Contributions

Each Major Partner is responsible for keeping separate documentation that records each non-cash Contribution and it must provide such documentation to CRC HPS if reasonably requested to do so by CRC HPS.

13. Reporting by Company

13.1 Reporting

CRC HPS must provide to each Major Partner and a representative of each of the Partner Collective and the Associate Collective:

- (a) a copy of all reports provided to the Commonwealth, within 30 days of their submission to the Commonwealth; and
- (b) a copy of any Notices, other than normal correspondence, CRC HPS receives from the Commonwealth, within 30 days of receiving each Notice.
- (c) written notice of any substantial dispute between CRC HPS and a Major Partner or third party (including Partners), as soon as reasonably practicable, but in any event within 14 days of becoming aware of the substantial dispute.

13.2 Notification of critical events – Major Partners

A Major Partner, as soon as reasonably practicable, but in any event within 14 days of becoming aware, give written Notice to CRC HPS if it becomes aware of:

- (a) any litigation threatened or commenced against the Major Partner in respect of its engagement with CRC HPS;
- (b) any Notification from any government agency of breach or alleged breach of any legal obligation in relation to the Major Partner's participation in CRC HPS;
- (c) any substantial dispute between a Major Partner and any third party (including a Major Partner or Partner) directly related to CRC HPS;
- (d) the receipt by a Major Partner of an application to a court to wind up that entity; or
- (e) a Major Partner becomes aware that is in default of its material obligations under this Agreement, including a failure to pay its cash Contributions.

13.3 Reporting to Partners

CRC HPS (to the extent it is not already obligated to do so) may provide to Partners copies of the reports and notices referred to in this clause 13.

Part D Project provisions

14. Pre-existing Material

14.1 Contribution of Pre-existing Material for general Activities

Each Party may make its Pre-existing Material available for Activities that relate to purposes not directly related to the conduct of a Project:

- (a) in accordance with this clause 14; and
- (b) other such terms as agreed in writing between CRC HPS and the Party providing the Pre-existing Material.

14.2 Contribution of Pre-existing Material to Project

- (a) Each Project Participant will make its Pre-existing Material available to the Project:
 - (i) as specified in the applicable Project Agreement; and
 - (ii) in accordance with this clause 14 and any written agreement between CRC HPS and the Project Participant that offers to provide that Pre-existing Material subsequent to the Project Agreement being agreed.
- (b) Each Project Participant represents and warrants to the other Project Parties that to its actual knowledge or belief, without the need to make additional enquiries, conduct searches or seek legal or patent opinion, it is the owner of, or is otherwise entitled to provide, the Pre-existing Material which it makes available for the Project
 - (i) except to the extent:
 - (A) disclosed in the Project Agreement; or
 - (B) in the case of any Pre-existing Material not specified in the Project Agreement, notified in writing to the other Project Parties at the time of offering such Pre-existing Material, the Major Partner has not entered any agreement regarding, or otherwise dealt with, that Pre-existing Material that is inconsistent with the rights granted to the other Project Parties as described in the Project Agreement or this clause 14; and
 - (ii) it will not enter any agreement in relation to or otherwise deal with that Pre-existing Material in a manner that restricts the exercise of the rights granted to the other Project Parties as described in the Project Agreement or this clause 14.
- (c) The Project Parties may require further enquiries concerning Pre-existing Material in certain Projects if it is prudent in the circumstances.

14.3 Licence for Project use

Each Project Participant in a Project grants to the other Project Parties an irrevocable, non-exclusive, royalty-free, worldwide licence to use the Project Participant's Pre-existing Material made available to that Project during the term of the Project for the purposes of carrying out the Project (but not for Utilisation), subject to any restrictions on its use:

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

14.4 Licence for general use

If a Party makes available its Pre-existing Material in accordance with clause 14.1, that Party grants to the other Parties an irrevocable, non-exclusive, royalty-free, worldwide licence to use the Party's Pre-existing Material during the Agreement Period for the purposes of carrying out Activities (but not for Utilisation) that relate to

purposes directly related to the conduct of a Project, subject to any restrictions on its use:

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

14.5 Licence for Utilisation

- (a) If CRC HPS requires for the purposes of the Utilisation of Project IP a licence to use Pre-existing Material that was licensed in accordance with clause 14.3 or 14.4 CRC HPS must notify that Major Partner in writing.
- (b) If a Major Partner has received a Notice in accordance with clause 14.5(a) that Major Partner will grant a licence to CRC HPS, on reasonable terms to be agreed by the Major Partner and CRC HPS, to use the Major Partner's Pre-existing Material for the purposes of Utilising Project IP from the Project (including the right to sub-license) provided that:
 - (i) the Project IP has been developed using that Pre-existing Material in accordance with this Agreement and, where applicable, the relevant Project Agreement; and
 - (ii) that Pre-existing Material is required for the Utilisation of such Project IP,

subject to any restrictions on its use specified or notified in accordance with clause 14.3 or 14.4.

14.6 Acknowledgement and infringement of Pre-existing Material

- (a) Subject to the rights granted in this clause 14, applicable Project Agreement or third party Project Agreement the Parties acknowledge and agree that a Party retains the right to control and use its Pre-existing Material and that ownership of the Pre-existing Material does not change. The Pre-existing Material owner may continue to use its Pre-existing Material freely (provided that the use is not inconsistent with the terms of this Agreement, Project Agreement or any third party Project Agreement).
- (b) CRC HPS will maintain a register recording all Pre-existing Material under this Agreement, including any encumbrances or restrictions on its use specified or notified in accordance with clause 14.4.
- (c) The Parties agree that they will take all necessary steps to give each other prompt Notice of any infringement of Pre-existing Material which comes to their attention and such assistance, as may be reasonably required by the Party who owns the Pre-existing Material, and at that Party's cost.

14.7 Improvements to Pre-existing Material

Improvements to Pre-existing Material will be owned by the Party making the Pre-existing Material available to the Centre. Improvements to Pre-existing Material will be deemed to be part of the Pre-existing Material and as such will be made available to Parties on the same terms as the Pre-existing Material is made available.

15. Projects

15.1 Activities through Projects

The Activities may be carried out in part through discrete Projects.

15.2 Research Activities

All Activities involving research will be carried out through Projects.

15.3 Determined by CRC HPS

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

- (a) will be determined from time to time:
 - (i) by the Board on recommendation from the RAC; or
 - (ii) by the RAC, provided that those Projects are within the RAC's financial delegation;
- (b) are encouraged to involve collaboration with an SME; and
- (c) must not commence until all applicable approvals have been obtained from the Board and applicable ethics committees, provided that the Board may re-determine the Project Participants if a Project Participant is unable to obtain approval for its participation from its specific ethics committee.

15.4 Project Plan

In relation to every proposed Project, the proposed Project Participants must submit to CRC HPS a draft Project Plan, with such a plan to specify, at a minimum, details of the following matters with respect to the Project:

- (a) the Project Leader; and
- (b) the start and end dates;
- (c) the objectives;
- (d) the proposed strategy to be followed;
- (e) potential outcomes;
- (f) milestones;
- (g) Deliverables;
- (h) a budget;
- (i) contributions to be made by third parties;
- (j) resource requirements, including Contributions, Pre-existing Material and CRC Funds;
- (k) constraints and limitations around the use of Pre-existing Material (if any);
- (l) student requirements (if any);
- (m) required expenditure on new Assets (if any);
- (n) an analysis of risk; and
- (o) an analysis of the likely opportunities for Utilisation of potential outcomes.

15.5 Selection of Project Participants

Subject to this Agreement and the Funding Agreement, selection of Project Participants to participate in a Project, is a decision for the Board in its absolute discretion after having received recommendations from the RAC.

15.6 Project Contributions

CRC HPS must use its reasonable efforts to ensure that each Major Partner is given a reasonable opportunity to participate in Projects in such a way that it is able to meet its obligation to make its non-cash contribution to the CRC.

15.7 Research and Adoption Committee (RAC)

- (a) The Board will appoint an RAC comprised of at least 8 members including:
 - (i) the Chairperson of the Committee who will be a Member of the Board;
 - (ii) the CEO;
 - (iii) at least one other Member of the Board;
 - (iv) at least three distinguished researchers from national and international research institutes or centres;
 - (v) at least one end-user representative;
 - (vi) such other appointees as the Board deems necessary.
- (b) The following may attend the RAC meetings:
 - (i) the Directors; and
 - (ii) such other persons (including Program Leaders) as the RAC deems necessary;
- (d) The Secretary of the Committee will be nominated by the Board.
- (e) The RAC will:
 - (i) call for submissions of Project proposals;
 - (ii) assess Project proposals against selection criteria determined by the Board;
 - (iii) call for clarification or amendments to Project proposals to be made by the proposed Project Participants;
 - (iv) review and make recommendations to the Board in respect of proposed Utilisation Plans to be incorporated into any Project Agreement;
 - (v) approve or not approve Projects that are within the financial delegation of the RAC (as specified by the Board from time to time); and
 - (vi) make recommendations to the Board on those Project proposals that are outside the delegation of the RAC as to whether the Project proposals meet selection criteria and in the opinion of the RAC, warrant funding; and
 - (vii) consider any proposed Utilisation Plan.

- (f) The RAC will meet as often as it or the Board considers necessary to conduct its business but will meet at least every six months to review milestones and progress report for each Project and make recommendations to the Board in respect of its review.
- (g) The RAC will determine what records are to be kept of meetings and recommendations made by the RAC but will ensure that all material decisions are recorded and provided to the Board.
- (h) A member of the RAC will abstain from participating in any decision concerning a Project which is proposed by an entity which is the employer of the member or there is otherwise a close connection between the member and the entity proposing the Project.

15.8 Project Documents

The Major Partners acknowledge that CRC HPS will require:

- (a) that the Project Agreement be agreed in writing by all Project Parties; and
- (b) without limitation to 15.8(a), in the case of each Project which includes third parties as Project Participants, that a third party Project Agreement be executed by all Project Parties.

15.9 Project Agreement

Each Project which does not include third parties as Project Participants is governed by the Project Agreement and, where a Major Partner is a Project Participant, the terms of this Agreement.

15.10 Third Party Project Agreements

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) contains provisions that are consistent with the Project Agreement and this Agreement; and
- (b) may be subsequently amended with the agreement of all Project Parties.

16. Project Funds and Project Contributions

16.1 Project Funds

- (a) Each Project Participant must pay its cash Project Contributions to CRC HPS at the times and in the manner specified in the Project Agreement.
- (b) Subject to clauses 16.1(c) and (d), CRC HPS must pay the Project Funds to the Project Participants for the Project in accordance with the Project Agreement.
- (c) CRC HPS:
 - (i) may withhold Project Funds if any Milestones have not been achieved or Deliverables have not been provided by their required dates, or such later dates as may be agreed; and
 - (ii) must release the withheld Project Funds once the Project Participants have achieved the missed Milestones or provided the required Deliverables as the case requires.

- (d) If a Project Participant has not paid a cash Project Contribution that is due to CRC HPS in accordance with the Project Agreement, CRC HPS is relieved from its obligation to pay to the Project Participants that part of the Project Funds corresponding to those unpaid cash Contributions while they remain unpaid. The obligations of the Project Participants to carry out the Project will be reduced to the extent of any Project Funds withheld pursuant to this clause 16.1(d).
- (e) Any Project Participant which disputes the actions of the CRC HPS under this clause 16.1 must first follow the procedures in clause 46.

16.2 Project Contributions

- (a) Contributions to a Project by Project Parties must be specified in the respective Project Agreement.
- (b) Each Project Participant must make its non-cash Contributions available for the Project at the times and in the manner specified in the Project Agreement.
- (c) CRC HPS must make its non-cash Contributions available for the Project at the times and in the manner specified in the Project Agreement.
- (d) The valuation of non-cash Project Contributions for the purposes of this Agreement must be in accordance with the approved FTE values and must exclude the value of Intellectual Property contributions.

16.3 Use of Project Funds and other Project Contributions

The Project 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.

17. Project Management and Reporting

17.1 Project Leader

Each Project will 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
 - (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 CRC HPS.

17.2 Carrying out of the Project

The Project Participants for a Project must carry out the Project and ensure their Personnel and students carry out the Project:

- (a) in accordance with the Project Plan, including the Project Budget;
- (b) to a professional standard;
- (c) so as to achieve the Milestones by their required dates;
- (d) so as to provide the Deliverables by their required dates; and
- (e) in accordance with the Project Leader's reasonable directions.

17.3 Project reporting

A Project Participant that employs the Project Leader must:

- (a) immediately report to CRC HPS:
 - (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 objectives, satisfy any Milestones, provide any Deliverables or be completed within the Project Budget, including any failure to provide Contributions; and
- (b) provide three monthly reports to CRC HPS 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 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 CRC IP created (including a description of the CRC IP, when it was created and by whom); and
 - (v) the Pre-existing Material used in the Project.

17.4 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.

17.5 Separate Project financial accounts

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

- (a) any Project Contributions it makes under clauses 16.1(a) and 16.2(b);
- (b) any payments of Project Funds made to it by CRC HPS under clause 16.1(b);

- (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. Variation to Projects

- (a) Any variation to a Project, including to Milestones or Deliverables, must be agreed in writing by CRC HPS 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.

19. Withdrawal and Removal from Projects

19.1 Withdrawal from Projects

- (a) A Project Participant may withdraw from a Project by giving six months' Notice to each other Project Party.
- (b) If a Project Participant withdraws from a 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.

19.2 Removal from Projects

- (a) A Project Participant may be removed from a Project by Notice from CRC HPS 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 Agreement;
 - (ii) unauthorised use or Utilisation of CRC IP or Pre-existing Material;
 - (iii) any other material breach of this Agreement in relation to the Project or of the Project Agreement;
 - (iv) change or proposed change to Personnel (including Personnel) that is likely to adversely affect the Project;
 - (v) failure to notify CRC HPS of a conflict of interest under clause 31, or in the reasonable opinion of CRC HPS, a conflict of interest exists which would prevent the Project Participant from performing its obligations under the Project Agreement;
 - (vi) any 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 the Project Agreement;

- (vii) disposal of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (viii) ceasing to carry on business;
 - (ix) an Insolvency Event;
 - (x) steps taken by a mortgagee or a holder of any other security interest under the *Personal Property Securities Act 2009* (Cth) to take possession or dispose of the whole or any part of the Project Participant's Assets, operations or business if those steps would impact the conduct of the Project;
 - (xi) steps taken to enter into any arrangement between the Project Participant and its creditors other than in the ordinary course of business;
 - (xii) the Project Participant applying to come under, receiving a Notice requiring it to show cause why it should not come under, an order being made for the purposes of placing the Project Participant under, or the Project Partner otherwise coming under one of the forms of external administration referred to in Chapter 5 of the Corporations Act or Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) or equivalent provisions in State or Territory legislation in relation to incorporated associations;
 - (xiii) where the Project Participant is a partnership, steps taken to dissolve that partnership; or
 - (xiv) assignment of its rights or obligations under the Project Agreement other than with the written consent of the other Project Parties.
- (c) If a Project Participant is expelled 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.

19.3 Consequences of withdrawal or removal from a Project

- (a) If a Project Participant withdraws or is removed from a Project, the Project Participant will from the date of effect of the withdrawal or removal:
- (i) cease to be a Project Party;
 - (ii) subject to clause 19.3(b), relinquish all rights with respect to the Project and Project IP (if applicable);
 - (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;
 - (iv) not be entitled to reimbursement of any costs incurred as a result of removal; and
 - (v) be required to repay any unspent Project Funds to CRC HPS, except to the extent those monies have been legally committed for expenditure by the Project Participant in accordance with the Project Agreement and are payable by the Project Participant as a current liability (evidence of which will be required) before the date on which

the Project Participant notifies its withdrawal or receives Notice of its removal.

- (b) The withdrawal or removal of any Project Participant from the Project:
 - (i) will not affect:
 - (A) the enforceability of any obligations of that Project Participant accrued at the time of the withdrawal or expulsion;
 - (B) rights against that Project Participant accrued at that time or arising as a result of the withdrawal or removal; or
 - (C) any obligation upon the Project Participant to make available its Pre-existing Material under clause 14;
 - (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)(iv); and
 - (iii) subject to clause 19.1(b), will not relieve the remaining Project Parties of their obligations under this Agreement with respect to the Project and they will continue to carry out the Project and perform the terms of this Agreement with respect to the Project.

20. Termination of Projects

20.1 Termination of Projects by CRC HPS

CRC HPS 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 90 days following a Notice from CRC HPS to the Project Participants (or longer period of time specified by CRC HPS in the Notice); or
- (b) a Deliverable has not been provided by the date by which it was required to be provided and remains not provided after 90 days following a Notice from CRC HPS to the Project Participants (or longer period of time specified by CRC HPS in the Notice),

provided that:

- (c) if required by the Funding Agreement, the Commonwealth has been informed of the proposed termination and does not object to the termination of the Project; and
- (d) if the Project is subject to a third party Project Agreement, any such termination by CRC HPS is in accordance with the terms of the third party Project Agreement.

20.2 Consequences of termination

- (a) CRC HPS must advise the Participants of the termination of any Project.
- (b) 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.

20.3 Consequences of this Agreement

All Projects and agreements pertaining to the conduct of the Projects will terminate if this Agreement is terminated under clauses 45.2 and 45.3.

Part E General requirements

21. CRC IP

21.1 Ownership of CRC IP

- (a) This clause 21 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Material or third party Material.
- (b) Unless otherwise agreed and detailed in the Project Agreement, legal and beneficial ownership of the CRC IP will vest in CRC HPS on creation.
- (c) The Parties will co-operate with each other Party and promptly do all acts and things and execute all document which may be necessary for the purpose of vesting ownership of the CRC IP as required under this Agreement.

21.2 IP Register

CRC HPS must maintain an IP register recording CRC IP notified to CRC HPS, containing at least the following details:

- (a) the date of entry on register;
- (b) description of CRC IP;
- (c) identity of the inventor and the Party that developed the CRC IP; and
- (d) details of any arrangements made by CRC HPS with Participants or with third parties in relation to disclosure or use of the CRC IP.

21.3 Costs of protection

The CRC Account may be drawn upon by CRC HPS to meet all costs associated with applying for, maintaining and prosecuting patent or any other form of Intellectual Property protection associated with CRC IP (including any action for infringement of the CRC 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.

21.4 Internal Use – Rights to Use CRC IP

Subject to any conditions specifically identified in the Project Agreement, CRC HPS hereby grants each Major Partner a non-exclusive, royalty-free, perpetual, worldwide right to use the CRC IP (excluding the right to sub-license) for Internal Use, provided that the Major Partner:

- (a) maintains the confidentiality of Confidential Information of the other Parties as required by this Agreement;
- (b) exercises such rights in a manner that is consistent with this Agreement, the Project Agreement and the Funding Agreement; and

- (c) does not prejudice CRC HPS's ability to:
 - (i) protect Project IP;
 - (ii) use Project IP to achieve the CRC Objectives; or
 - (iii) maximise the commercial return from any Project IP that has significant commercial potential.

21.5 Seeking extension of Internal Use rights

Subject to clauses 21.4 and 22.2, if a Major Partner wishes to obtain additional rights to extend their Internal Use of CRC IP, the Major Partner will be required to obtain such rights in writing from CRC HPS. CRC HPS will not unreasonably withhold such rights where the proposed use:

- (a) is incidental to the practice of Internal Use rights by the Major Partner, including a third party supporting Internal Use rights solely for the Major Partner; or
- (b) is Internal Use by a related body corporate which controls, is controlled by or is under common control with the Major Partner; or
- (c) is otherwise consistent with the Activities.

21.6 Improvements to CRC IP

- (a) The Project Participant:
 - (i) must notify the Company of any Improvements as soon as practicable after that improvement is created; and
 - (ii) grants to the Company and each other Project Participant in the relevant Project which generated the Project IP, a royalty free, non-exclusive licence for the Term to use the Improvement and the Intellectual Property in the Improvements for the Activities other than Utilisation.
- (b) Any Intellectual Property in any Improvements to CRC IP made by a Major Partner arising from the exercise of the licence granted under clauses 21.4 or 21.5 will be owned by CRC HPS.
- (c) The Major Partner must notify CRC HPS of any Improvements to the CRC IP as soon as practicable after that Improvement is created;
- (d) Upon such notification, the Improvements to the CRC IP will form part of the CRC IP and be included in the licences granted under clauses 21.4 or 21.5.

21.7 Dealing with CRC IP

Each Major Partner:

- (a) will respond to a request from CRC HPS to provide information in its possession regarding CRC IP that has been developed by the Major Partner or is under development by the Major Partner;
- (b) will use its reasonable efforts to ensure that itself and its Personnel, students under their supervision or other persons participating in the Project:
 - (i) identify CRC IP generated or developed by them;
 - (ii) promptly communicate details of:

- (A) Project IP to the Project Leader; and
- (B) Non-Project CRC IP to CRC HPS; and
- (iii) not prejudice protection of CRC IP; and
- (c) will not use, Utilise, dispose of, encumber or otherwise deal with or enter any agreement in relation to any interest that it might hold in CRC IP, except as authorised in this Agreement or a Project Agreement without the written consent of CRC HPS.

21.8 Utilisation of CRC IP

Each Party must ensure that any Utilisation of CRC IP in the context of this Agreement:

- (a) is consistent with the nature of the Project and the CRC Programme; and,
- (b) maximises the national benefits accruing to Australia; and
- (c) is on reasonable commercial terms.

21.9 Commonwealth

- (a) To the extent that the Commonwealth needs to use any of the Pre-existing Material or third party Material provided by the Major Partner, or CRC IP, in connection with the Activities or CRC Programme, the Major Partner grants to, or must obtain for, the Commonwealth a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Material.
- (b) The licence granted to the Commonwealth under clause 21.9 does not include a right to exploit the CRC IP, Pre-existing Material or third party Material for the Commonwealth's commercial purposes.

21.10 Notice of Infringement

A Major Partner will give CRC HPS prompt notice of any infringement of CRC IP which comes to its attention and each Party agrees to give CRC HPS all assistance which either may reasonably require in order to protect the CRC IP (but only if CRC HPS pays the Major Partner providing the assistance for all reasonable costs and expenses of doing so).

21.11 Publication and disclosure

Subject to any third party Project Agreement and unless authorised under clause 38, a Party will not publish or disclose to any third party any Confidential Information generated as a result of the Activities.

21.12 No veto power

No Project Participant has the power to veto a decision of CRC HPS regarding Utilisation of CRC IP.

22. Project IP

22.1 Project Participants' right to use Project IP

Subject to any conditions specifically identified in the Project Agreement, CRC HPS hereby grants each Project Participant a non-exclusive, royalty-free right to use the

Project IP (excluding the right to sub-license) for the purpose of undertaking that Project in accordance with this Agreement, provided that the Project Participant:

- (a) maintains the confidentiality of Confidential Information;
- (b) exercises such rights in a manner that is consistent with the nature of the Activities, the purpose of the Grant Funds and is undertaken in accordance with the Utilisation Plan; and
- (c) does not prejudice CRC HPS's ability to:
 - (i) protect the Project IP;
 - (ii) use the Project IP to achieve the CRC Objectives; or
 - (iii) the commercial return from any Project IP that has significant commercial potential.

22.2 Other use of Project IP

A Participant wishing to use Project IP for any purpose not authorised under clauses 21.1, 21.4 and 22.1 will seek a licence or sub-licence from CRC HPS covering such use. The grant of any such licence or sub-licence will be at CRC HPS's absolute discretion.

23. Non-Project CRC IP

By executing this Agreement, the Major Partners assign to CRC HPS all of their right, title and interest in all existing and future Non-Project CRC IP.

23.1 Utilisation of Non-Project CRC IP

CRC HPS has the exclusive right to Utilise Non-Project CRC IP at its discretion (including a right to sublicense), provided that it:

- (a) complies with all obligations under the Funding Agreement regarding Utilisation;
- (b) uses its best endeavours to achieve the CRC Objectives; and
- (c) agrees to terms with counter parties to such Utilisation transactions that are on reasonable commercial terms.

23.2 Discretion of CRC HPS

Without limiting clause 23.1, CRC HPS may:

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

23.3 Utilisation Income - Non-Project CRC IP

If CRC HPS receives any Utilisation Income from the Utilisation of Non-Project CRC IP, it will be entitled to retain such for its own purposes.

24. Moral Rights

Each Participant will use its reasonable efforts to obtain from its Personnel any consent in relation to their Moral Rights that may be reasonably necessary for the Activities or for Utilisation of the CRC IP.

25. Use of Party's Name & CRC Indicia

25.1 Use of Name and Trademarks

Each Party must not use another Party's name, logo or trademarks without the express permission of that party.

25.2 Sub-licence to use CRC Indicia

- (a) CRC HPS grants each Major Partner a non-exclusive licence to use the CRC Indicia for the term of this Agreement subject to any reasonable conditions required by the Commonwealth (as notified by CRC HPS to the Participants).
- (b) Unless otherwise agreed in writing with CRC HPS, during the term of this Agreement, each Participant will ensure that all publications and publicity by the Participant arising from or relating to the Activities use the CRC Indicia prominently, in any manner specified by the Commonwealth (as notified by CRC HPS to the Participants), from time to time including acknowledging that the Commonwealth owns all rights in the CRC Indicia.
- (c) Unless otherwise agreed in writing with CRC HPS:
 - (i) at the end of this Agreement, each Major Partner will cease using the CRC Indicia; or
 - (ii) at the time that a Major Partner is expelled or retires from the CRC, that Major Partner will cease using the CRC Indicia.

26. Confidentiality

26.1 Prohibition on disclosure

Subject to clause 26.3, each Party must keep Confidential Information confidential and must not:

- (a) without the prior written consent of all Parties, disclose any Confidential Information to a third party;
- (b) use Confidential Information for any purpose other than to fulfil that Party's obligations under this Agreement; and
- (c) without the prior written consent of the Commonwealth, disclose any Commonwealth Confidential Information obtained through Activities-related activities to a third party;

The provisions of this clause 26 are subject to anything to the contrary contained in the Project Agreement.

26.2 Advisers and third parties

The Major Partners agree that, following a request from the Commonwealth, each Major Partner must provide CRC HPS with a written undertaking from each Major

Partner's Personnel relating to the use and non-disclosure of the Commonwealth's Confidential Information in the form approved by the Commonwealth.

26.3 Exceptions to obligations

The obligations on each Party under clause 26.1 will not be taken to have been breached to the extent that Confidential Information of the other Parties:

- (a) is disclosed by a Party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Agreement;
- (b) is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of activities related to this Agreement;
- (c) is required by Law to be disclosed;
- (d) is disclosed to the Commonwealth for the purposes of the Activities, the CRC Programme or as otherwise provided for under the exceptions listed in clause 21.4 of the Funding Agreement; or
- (e) is in the public domain or otherwise known to that Party otherwise than due to a breach of this Agreement.

26.4 Obligation on disclosure

Where a Party discloses Confidential Information of a Party to another person, pursuant to clauses 26.3(a) or (b), the disclosing party must:

- (a) notify the receiving person that the information is Confidential Information; and
- (b) not provide the information unless the receiving person agrees to keep the information confidential, including in the case of Commonwealth Confidential Information, the receiving person must give the Commonwealth a legally binding undertaking to that effect in the form approved by the Commonwealth.

26.5 Additional confidential information

- (a) The Parties may agree in writing during the Agreement Period that certain additional information is to constitute Confidential Information for the purposes of this Agreement.
- (b) Where the Parties agree in writing during the Agreement Period that certain additional information is to constitute Confidential Information for the purposes of this Agreement, this documentation is incorporated into, and becomes Confidential Information under this Agreement, on the date by which both Parties have signed this documentation.

26.6 Period of confidentiality

The obligations under this clause 26 continue, notwithstanding the expiry or termination of this Agreement:

- (a) in relation to an item of information described in item 6 of Schedule 1, for the period set out in that Schedule in respect of that item; and
- (b) in relation to any information which the Parties agree in writing after the date of this Agreement is to constitute Confidential Information for the purposes of this Agreement, for the period agreed by the Parties in writing in respect of that information.

26.7 No reduction in privacy obligations

The Parties agree that nothing in this Agreement derogates from any obligation which any Party may have under the *Privacy Act 1988* (Cth) as amended from time to time, in relation to the protection of 'personal information' as defined in that Act or information that is protected by the *Census and Statistics Act 1905* (Cth), or any other Law requiring secrecy or confidentiality in dealing with information.

26.8 Return of information

The Parties agree that at the request of the Commonwealth or on the expiry or termination of the Funding Agreement, each Party must promptly return all of the Commonwealth's physical and written records containing Confidential Information, and all documentation relating to that Confidential Information (including copies), to the Commonwealth in a form reasonably requested by the Commonwealth. Alternatively, the Parties agree that if requested by the Commonwealth, each Party must destroy such items in the manner specified by the Commonwealth and promptly certify to the Commonwealth in writing that it has done so.

27. Protection of Personal Information

27.1 Application of this clause

This clause 27 applies only where the Major Partner deals with personal information provided to the Major Partner by the Commonwealth for the purpose of completing the Activities under this Agreement.

27.2 Obligations

Each Major Partner agrees in respect of the Activities under this Agreement to take all necessary measures to ensure that personal information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, disclosure or modification.

28. Indemnities

28.1 Mutual indemnity

Subject to clauses 28.2, 28.3 and 28.4, each indemnifying Party (**the Indemnifying Party**) irrevocably and unconditionally indemnifies and agrees to keep indemnified each of the other Parties (**the 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 the indemnified are entitled) howsoever arising that the indemnified may suffer, incur or sustain as a result of:

- (a) any breach of this Agreement (including material breach of any warranty given under this Agreement) by the indemnifying Party; or
- (b) any negligent act or omission by the indemnifying Party or any of its Personnel, directors or contractors in connection with this Agreement.

28.2 Company indemnity

In addition to any indemnity provided by CRC HPS under clause 28.1, and subject to clauses 28.3 and 28.4, CRC HPS irrevocably and unconditionally indemnifies and agrees to keep indemnified each of the Major Partners and their respective Personnel, directors and contractors (**each, an indemnified Party**) 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 an indemnified Party is entitled) howsoever arising that an indemnified Party may suffer, incur or sustain as a result of any breach of the Funding Agreement by CRC HPS.

28.3 Reduction of indemnity

The indemnities given by the indemnifying Party pursuant to clause 28.1 and CRC HPS under clause 28.2 will be reduced proportionately to the extent that the liability, loss, harm, damage, cost or expense referred to in clauses 28.1 and 28.2 was caused or contributed to by:

- (a) any breach of this Agreement (including material breach of any warranty given under this Agreement) by an indemnified Party; or
- (b) any negligent act or omission by an indemnified Party; or
- (c) any failure of those indemnified to take reasonable efforts to mitigate the effects of the relevant breach of this agreement or any negligent act or omission.

28.4 Consequential losses

A Party is not liable to any other Party for any Consequential Loss or Damage arising under or pursuant to this Agreement.

28.5 Notification of acts

Each indemnified Party under clauses 28.1 and 28.2 must promptly notify every indemnifying Party of any event or circumstance that may reasonably give rise to an indemnified Party relying upon the indemnities in clauses 28.1 and 28.2.

29. Insurance

29.1 Obligation to maintain insurance

For as long as any obligations remain under this Agreement, each Major Partner, in connection with the Activities, must have and maintain:

- (a) workers' compensation insurance for an amount required by the relevant State or Territory legislation;
- (b) public liability insurance or equivalent cover for an adequate amount per claim, or occurrence giving rise to a claim, in respect of activities undertaken under this Agreement (where occurrence means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be); and
- (c) any other insurance required by Law or by the Commonwealth (acting reasonably). If the operation of this subclause results in an insurance limit in excess of \$10 million, the Participant may act as its own insurer to meet the insurance obligations.

29.2 Certificates of Currency

Each Major Partner must, within 10 Business Days of a request from the Commonwealth or CRC HPS, provide a current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by clause 29.1.

30. Work Health and Safety

Each Party must:

- (a) ensure the Activities are undertaken in a safe manner;
- (b) ensure that their Personnel do not, by act or omission, place the Commonwealth in breach of its obligations under the WHS Laws; and
- (c) ensure that their Personnel, if using or accessing the Commonwealth's premises or facilities, comply with all reasonable instructions, directions, policies and procedures relating to work health and safety in operation at those premises or facilities whether specifically drawn to the attention of the Major Partner or might reasonably be inferred from the circumstances.

31. Conflict of Interest

31.1 Warranty

- (a) Each Party warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.
- (b) For the avoidance of doubt, any conflict of interest declared by a Major Partner is not material where researchers in the Major Partner's organisation conduct research in competition with the CRC if:
 - (i) those researchers are not part of the CRC; and
 - (ii) the researchers have not received Confidential Information related to the CRC.

31.2 Notification of a conflict of interest

If, during the Agreement Period, a conflict of interest arises, or appears likely to arise, each Party must:

- (a) notify the other Parties and the Commonwealth immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict of interest; and
- (c) take such steps as CRC HPS may reasonably require to resolve or otherwise deal with the conflict of interest.

31.3 Register of conflicts of interest

CRC HPS will maintain a register of conflicts of interest disclosed under this Agreement.

32. Books and Records

32.1 Major Partner to keep books and records

In this clause 32, Accounting Standards means the standards of that name maintained by the Australian Accounting Standards Board (created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth)) or other

accounting standards which are generally accepted and consistently applied in Australia.

Each Major Partner must:

- (a) keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable:
 - (i) all receipts and payments related to the Activities to be identified and reported in accordance with the Funding Agreement and this Agreement; and
 - (ii) the amounts payable by the Commonwealth under the Funding Agreement to be determined; and
- (b) retain for a period of seven years after the expiry or termination of this Agreement, all books and records relating to the Activities or deliver them to CRC HPS or other person as directed by CRC HPS.

32.2 Costs

Each Party must bear its own costs of complying with this clause 32.

33. Audit and Access

33.1 Right to conduct audits

The Parties agree that the Commonwealth, or a representative of the Commonwealth as per clause 33, may conduct audits relevant to the performance of a Party's obligations under this Agreement. Audits may be conducted of:

- (a) the Assets;
- (b) the Party's operational practices and procedures as they relate to this Agreement or the Funding Agreement;
- (c) the accuracy of the Party's invoices and reports;
- (d) the Party's compliance with its confidentiality and privacy obligations under this Agreement;
- (e) Material (including books and records) in the possession of the Party relevant to the Activities or this Agreement; and
- (f) any other matters determined by the Commonwealth to be relevant to the Activities or this Agreement.

33.2 Access by the Commonwealth

- (a) The Major Partners agree that the Commonwealth, a representative of the Commonwealth as per clause 33.3, or CRC HPS at the request of the Commonwealth may, at reasonable times and on giving reasonable Notice to the Major Partners:
 - (i) access the premises of the Major Partners to the extent relevant to the performance of this Agreement;
 - (ii) require the provision by the Major Partners or its Personnel of records and information in a data format and storage medium accessible by the Commonwealth by use of the Commonwealth's existing computer hardware and software;

- (iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Major Partners or its Personnel; and
 - (iv) require assistance in respect of any inquiry into or concerning the Activities or this Agreement. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department of Industry, Innovation and Science), any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee.
- (b) The Major Partners agree that they will provide access to their computer hardware and software to the extent necessary for the Commonwealth to exercise its rights under this clause 33, and provide the Commonwealth with any reasonable assistance requested by the Commonwealth to use that hardware and software.

33.3 Auditor-General and the Australian Information Commissioner

The Major Partners agree that the rights of the Commonwealth under clause 33.2(a)(i) to 33.2(a)(iv) apply equally to the Auditor General or a delegate of the Auditor-General, or the Australian Information Commissioner or a delegate of the Australian Information Commissioner, for the purpose of performing the Auditor-General's or Australian Information Commissioner's statutory functions or powers.

33.4 Major Partners to comply with Auditor-General's requirements

Each Major Partner must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Australian Information Commissioner's or his or her delegate's requirements, notified under clause 33.2, provided such requirements are legally enforceable and within the power of the Auditor-General, the Australian Information Commissioner, or his or her respective delegate.

33.5 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce each Major Partner's responsibility to perform their obligations in accordance with this Agreement.

33.6 Subcontractor requirements

Each Major Partner must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this clause 33.

33.7 No restriction

The Major Partners agree that nothing in this Agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Australian Information Commissioner or a delegate of the Office of the Australian Information Commissioner. The Major Partners agree that the rights of the Commonwealth under this Agreement are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Australian Information Commissioner or a delegate of the Australian Information Commissioner.

33.8 Costs

Unless otherwise agreed in writing, the Major Partners must bear their own costs of any reviews and/or audits.

34. False or Misleading Information

Each Major Partner:

- (a) acknowledges that giving false or misleading information to the Commonwealth is a serious offence under section 137.1 of the *Criminal Code Act 1995* (Criminal Code); and
- (b) must ensure that all of its Personnel engaged in connection with this Agreement acknowledges the information contained in this clause.

Note: Under section 137 of the Criminal Code giving false or misleading information to a Commonwealth entity is an offence, but only if the Commonwealth entity took reasonable steps to inform the person of the offence.

35. Safe and Ethical Research

When research in Australia is conducted on or involving humans or animals, each Major Partner will support CRC HPS in meeting its obligations in regards to compliance with safe and ethical research by ensuring that:

- (a) the research complies with, and 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 Australia and any place in which the research is being conducted being codes and guidelines in force from time to time during the Agreement Period, including requirements to obtain prior approval in writing (including from any relevant ethics committee) that the research to be undertaken is so compliant;
- (b) one or several higher education institution(s), or Commonwealth or State research organisation(s), or medical institution(s) with a relevant ethics committee constituted in accordance with the codes and guidelines referred to in clause 35(a), is engaged to oversee all ethical clearances which may be required under those codes and guidelines;
- (c) when conducting research in Australia which involves the use of ionising radiation, that persons performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority; and
- (d) whenever reasonably required by CRC HPS, Major Partners will promptly furnish written evidence of compliance with the requirements of this clause.

36. Responsible Conduct of Research

- (a) Each Major Partner must ensure that the research conducted by it on behalf of the CRC conforms to the principles outlined in the following and successor documents:
 - (i) the NHMRC/ARC/UA Australian Code for the Responsible Conduct of Research (2007); and
 - (ii) if applicable, the NHMRC/ARC/AVCC National Statement on Ethical Conduct in Human Research (2007).

- (b) Each Major Partner agrees that it will:
 - (i) promote the responsible conduct of research;
 - (ii) maintain high standards of responsible research;
 - (iii) report research responsibly;
 - (iv) respect all research participants;
 - (v) respect animals used in research;
 - (vi) respect the environment; and
 - (vii) report research misconduct.
- (c) Each Major Partner must have procedures in place for dealing with instances of suspected or alleged research misconduct which are consistent with clause 36(a).

37. Student Involvement

Major Partners 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 30;
- (b) they must ensure that CRC IP developed by the student is owned in accordance with clause 21, and will if requested by CRC HPS procure the student to execute an IP Deed Poll, 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 and CRC Confidential Information, Pre-existing Material and CRC IP;
- (d) CRC HPS will not inhibit the right of a student to have his 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, CRC HPS may require that the student and the research organisation in which the student is enrolled enter into a written agreement, in a form approved by CRC HPS, setting out the terms on which the student is involved in the Activities, which will be consistent with the principles in this clause 37.

38. Publications

- (a) The Parties acknowledge that the dissemination of knowledge is an important function of the CRC. Nonetheless, the Parties must not publish any information or material arising from the Activities except in accordance with this clause 38.
- (b) CRC HPS 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 CRC Objectives, outweigh any potential loss of commercially valuable Intellectual Property Rights or other potential disadvantage for CRC HPS or the CRC.

- (c) At least 30 days prior to any submission for a publication, a Participant wishing to publish information or material arising from the Activities **(Requesting Party)** must forward a request in writing to CRC HPS, seeking permission to publish the information or material, and specifying in the request any CRC IP or Confidential Information contained or referred to in the proposed publication.
- (d) CRC HPS must notify the Requesting Party of its decision as to publication of the relevant information or materials within 21 days of receipt of a request. CRC HPS's permission may be subject to any conditions that CRC HPS may reasonably impose, including a requirement that the publication comply with any relevant provisions of the Funding Agreement, and include acknowledgements of:
 - (i) the CRC's role in and contribution to the creation of the information or material in the publication; and
 - (ii) the Requesting Party's affiliation with the CRC.
- (e) If CRC HPS decides in its absolute discretion that the benefits of the Requesting Party's publication, having regards to the CRC Objectives, outweigh the potential loss of commercially valuable Intellectual Property Rights or other potential disadvantage for CRC HPS or the CRC, then CRC HPS will notify the Requesting Party that permission to publish has been granted, and notify the other Parties to that effect.
- (f) If CRC HPS decides in its absolute discretion that the benefits of publication, having regards to the CRC Objectives, do not outweigh the potential loss of commercially valuable Intellectual Property Rights or other potential disadvantage for CRC HPS or the CRC, then CRC HPS will notify the Requesting Party to that effect, giving reasons for the decision, and either:
 - (i) suggest alterations to the publication so that it does not disclose information affecting the commercially valuable Intellectual Property Rights; or
 - (ii) if altering the publication is impractical, delay publication for a stipulated period as determined by the Board, but not exceeding 18 months from the date of the request in the case of a student thesis (and not exceeding 24 months from the date of the request in any other circumstance).
- (g) Notwithstanding the other provisions of this clause 38, no Party may publish any information or material containing Confidential Information of a Party unless authorised by that Party or unless an exception in clause 26.3 applies.
- (h) Subject always to clause 25, each Participant must ensure that any publication which it makes pursuant to this clause 38 acknowledges the contributions (if any) made by Partners and the support of the Commonwealth and CRC HPS:
 - (i) unless directed otherwise by a Participant to be acknowledged or by the Commonwealth or CRC HPS (as the case requires); and
 - (ii) provided that a Participant may not use the logo of any other Party without the prior written consent of that Party.

39. Notices and Other Communications

39.1 Service of Notices

A 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 by electronic means (facsimile or email) to the recipient's address for Notices specified in Schedule 2, as varied by any Notice given by the recipient to the sender.

39.2 Effective on receipt

A Notice given in accordance with clause 39.1 takes effect when it is 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; or
- (d) if sent by email, as provided under sections 14 and 14A of the *Electronic Transactions Act 1999* (Cth),

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.

40. Public Announcements

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

41. Survival

The following clauses survive the expiry or termination of this Agreement:

- (a) clause 5.2 (Acknowledgement of support);
- (b) clause 5.3 (Major Partner Obligations);
- (c) clauses 21 to 23 (Intellectual Property Rights);
- (d) clause 26 (Confidentiality);
- (e) clause 27 (Protection of personal information);

- (f) clause 28.1 and 28.2 (Indemnities);
- (g) clause 32 (Insurance);
- (h) clause 32 (Books and records) for a period of seven years from the expiry or termination of the Funding Agreement; and
- (i) clause 33 (Audit and access) for a period of seven years from the expiry or termination of the Funding Agreement
- (j) clause 44 (Retirement and removal from the CRC),

together with any provision of this Agreement which expressly or by implication is intended to survive the expiry or termination of this Agreement.

42. Changes to the Agreement

42.1 Variation to be in writing

Subject to clause 6.2, no agreement or understanding varying this Agreement will be legally binding unless it is signed in writing by all Parties.

42.2 Commonwealth approval

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

- (a) are or may be inconsistent with the Funding Agreement; affect CRC HPS's ability to comply with any of its obligations under the Funding Agreement; or
- (b) changes to the Participants from those listed in Schedule 6 of the Funding Agreement (including the retirement or expulsion from the CRC under clause 44 of this Agreement),

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

42.3 Notice of variations

The Parties agree that they must provide the Commonwealth with a copy of any alteration or variation described in clause 42 within 10 Business Days of the completion of the change.

43. Admission of New Parties

43.1 Admission of new Major Partner

- (a) Subject to the Funding Agreement and this clause 43, the Board may, from time to time, having regard to the best interests of the CRC:
 - (i) decide to admit any person to be a Major Partner and a Party to this Agreement (whether for the remainder of the term of this Agreement or a shorter period, or for the purpose of conducting specific Activities); and
 - (ii) set the terms of the new party's admission.
- (b) Upon making a decision to admit a person as a new Major Partner in the CRC in accordance with clause 43.1(a), the Board must provide the Major Partners with written notice of its decision, with such notice to include the identity of the person and the terms of admission.

- (c) CRC HPS may admit the person as a new Major Partner in the CRC on the terms set out in the notice provided under clause 43.1(b) unless, within 30 days of the date of the notice, at least 25% of the Major Partners notify CRC HPS in writing that they object to the admission of such person, in which case, CRC HPS may not admit such person as a Major Partner in the CRC.
- (d) On the admission of any new Major Partner and Party to this Agreement, the new party will be required by deed signed by CRC HPS, the new party, and any Major Partner who has not authorised CRC HPS to be its variation agent under clause 6.2 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.
- (e) Where a Major Partner has not authorised CRC HPS to be its variation agent pursuant to clause 6.2 and the new party's admission has been approved in accordance with this clause 43, the Major Partner must sign the deed under which the new party is to be admitted as a new Major Partner, provided always that the deed is substantially in the form of a template approved by the Major Partners, and it if fails to do so within a reasonable time (being not less than [30] days from the date of receipt of the deed by the Major Partner), CRC HPS will be entitled to sign the deed on the Major Partner's behalf as if the Major Partner had appointed CRC HPS as its variation agent in accordance with clause 6.2 for the purposes of the execution of the deed.
- (f) The Major Partners agree that, upon execution by Griffith University (**Griffith**) of a deed of accession under which Griffith agrees to become a Major Partner on the terms of this Agreement, Griffith will be admitted as a Major Partner and as a Member and the Major Partners will do all things necessary to so admit Griffith.

43.2 Admission of new Partner

The Board may, from time to time, having regard to the best interests of the CRC:

- (a) decide to admit any person to be a Partner in the CRC (whether for the remainder of the term of this Agreement or a shorter period, or for the purpose of conducting specific Activities); and
- (b) set the terms of the Partner's admission, including its rights and obligations with respect to the CRC, and document these in a Partner Agreement (in such form as approved by the Board).

44. Retirement and Removal from the CRC

44.1 Retirement or removal of Major Partners

- (a) A Major Partner may retire from the CRC by giving 12 months' Notice to each other Party.
- (b) Subject to clause 44.1(d), CRC HPS may, by resolution of at least 75% of all Major Partners at that time (each Major Partner having one vote), remove from the CRC a Major Partner by providing written Notice to that Major Partner, with a copy to all Participants and the Commonwealth.
- (c) A change of Major Partner is subject to CRC HPS gaining the Commonwealth's approval under clause 6.2 of the Funding Agreement.

- (d) CRC HPS may remove a Major Partner from the CRC as per clause 44.1(b), if:
 - (i) the Major Partner breaches any provision of this Agreement and fails to remedy the breach within 60 days after receiving Notice requiring it to do so and subject to clause 46;
 - (ii) the Major Partner breaches a provision of this Agreement which is not capable of remedy;
 - (iii) the Major Partner persistently breaches a provision of this Agreement despite Notice of the breach;
 - (iv) the Major Partner fails to notify CRC HPS of a conflict of interest, or in the opinion of CRC HPS, a conflict of interest exists which would prevent the Major Partner from performing its obligations under this Agreement and the Major Partner has not taken action to the satisfaction of CRC HPS, acting reasonably, to remove the conflict of interest;
 - (v) subject to clause 46, CRC HPS is unable to obtain Contributions from the Major Partner in accordance with Schedule 4, or obtain them in time to provide for the Outcomes, Activities or Milestones as outlined in Schedule 3 and the Project Agreement;
 - (vi) the Major Partner does not comply with a Commonwealth direction, requiring the Major Partner to comply with any obligation owed to the Commonwealth under this Agreement; or
 - (vii) an event specified in clause 44.1(e) occurs.
- (e) The Major Partner must notify CRC HPS immediately if:
 - (i) there is any change in the direct or indirect beneficial ownership or control of the Major Partner;
 - (ii) the Major Partner disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (iii) the Major Partner ceases to carry on business;
 - (iv) proceedings are initiated with a view to obtaining an order for the winding up of the Major Partner, or any person convenes a meeting for the purpose of considering or passing any resolution for the winding up of the Major Partner;
 - (v) the Major Partner applies to come under, the Major Partner receives a Notice requiring it to show cause why it should not come under, an order has been made for the purpose of placing the Major Partner under, or the Major Partner otherwise comes under one of the forms of external administration referred to in Chapter 5 of the Corporations Act or Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) or equivalent provisions in State or Territory legislation in relation to incorporated associations;

- (vi) where the Major Partner is a partnership, any step is taken to dissolve that partnership; or
- (vii) anything analogous to an event referred to in clause 44.1(e)(v) –(vii) occurs in relation to the Major Partner.

44.2 Consequences of retirement or removal of a Major Partner from the CRC

- (a) If a Participant retires or is removed from the CRC pursuant to clause 44.1, it:
 - (i) will cease to be a Party to this Agreement;
 - (ii) will cease to be a member of CRC HPS;
 - (iii) will cease to be a Project Party with respect to any Project, except any Project for which a third party Project Agreement is in force and to which it remains a party in which case it remains a party in accordance with its terms;
 - (iv) is not entitled to reimbursement of any costs incurred as a result of expulsion;
 - (v) must assign its share of ownership of the CRC IP (if any) in accordance with the terms of any Project Agreement or as otherwise agreed in writing by CRC HPS;
 - (vi) grants to CRC HPS and Commonwealth a world-wide, irrevocable, perpetual royalty-free non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate any of its Pre-existing Material or third party Material and subject to any limitations provided for under clause 21.1;
- (b) Subject to clause 44.1(b), removal will not affect the enforceability of any rights or obligations accrued under this Agreement which survive termination.
- (c) From the date of removal, CRC HPS will cease to be liable to pay or provide to the removed Major Partner any monies due under this Agreement, except to the extent those monies have been legally committed for expenditure by the Major Partner in accordance with this Agreement and are payable by the Major Partner as a current liability (written evidence of which will be required) before the date on which the Major Partner receives Notice of the removal.
- (d) From the date of removal, the removed Major Partner will cease to be liable to make any Contribution to CRC HPS scheduled to be made after the removal date.

45. Agreement Period and Termination

45.1 Agreement Period

This Agreement commences on [1 July 2017] and will remain in force until all reporting requirements relating to the Activities under the Funding Agreement have been met, unless otherwise terminated in accordance with clauses 45.2 or 45.3 of this Agreement.

45.2 Termination by consensus

The Parties may terminate this Agreement by unanimous written agreement.

45.3 Termination by Notice

CRC HPS may terminate this Agreement with immediate effect by written Notice where the Commonwealth terminates the Funding Agreement.

45.4 Consequences of termination

If CRC HPS terminates this Agreement under clause 45.3:

- (a) termination will not affect the enforceability of any rights or obligations accrued under this Agreement which survive termination;
- (b) unless the Parties agree otherwise, ownership of CRC IP will not change and CRC HPS will remain responsible for Utilisation of CRC IP;
- (c) CRC HPS is not obliged to pay to the Major Partners any outstanding amount of the monies due under this Agreement, except to the extent that those monies have been legally committed for expenditure by the Major Partners in accordance with this Agreement and payable by the Major Partners as a current liability (written evidence of which will be required) by the date the Major Partners receive the Notice of Termination;
- (d) as of the date the Major Partners receive the Notice of Termination, the Major Partners will cease to be liable to make further Contributions to CRC HPS;
- (e) CRC HPS is entitled to recover from Major Partners any monies provided by CRC HPS to the Major Partners which have not been spent, or legally committed for expenditure by the Major Partners in accordance with this Agreement and payable by the Major Partners as a current liability (written evidence of which will be required), by the date the Major Partners receive the Notice of termination; and
- (f) any licences of Pre-existing Material, third party Material and copyright in reports provided to the Commonwealth remain in force and survive termination.

46. Dispute Resolution

46.1 No arbitration or court proceedings

If a dispute arises in relation to the conduct of this Agreement (**Dispute**), a Party must comply with this clause 46 before starting arbitration or court proceedings except proceedings for urgent interlocutory relief. After a Party has sought or obtained any urgent interlocutory relief, that Party must follow this clause 46.

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 through a meeting of CEOs or similarly senior officer (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, they must refer the Dispute to a mediator if one of them requests.

46.4 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 chairperson of the Resolution Institute or the chairperson's nominee will appoint a mediator.

46.5 Role of mediator and obligations of parties

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. Unless agreed by the mediator and parties, the mediation must be held within 21 days of the request for mediation in clause 46. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.

46.6 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.

46.7 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.

46.8 Termination of process

A party to a Dispute may terminate the dispute resolution process by giving notice to each other party after it has complied with clauses 46.1 to 46.5. Clauses 46.6 and 46.7 survive termination of the dispute resolution process.

47. General

47.1 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.

47.2 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.

47.3 Sub-contracting

A Party will not sub-contract the performance of a substantial part of the Activities of the CRC, except with the prior approval of CRC HPS. Where such approval is provided, the Major Partner will remain fully responsible for undertaking the Activities and for the performance of the Major Partner obligations in this Agreement

47.4 Costs

Each Party will pay its own costs of negotiating, preparing and executing this Agreement.

47.5 Survival

The continuing obligations described in clause 41 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.

47.6 Counterparts

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

47.7 No merger

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

47.8 Entire agreement

With the exception of the Constitution, the Funding Agreement and the Project Agreement, 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.

47.9 Further action

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

47.10 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.

47.11 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 will be in writing and signed by the Party giving the waiver.

47.12 Governing law and jurisdiction

This Agreement is governed by the law of New South Wales, Australia and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and of the Commonwealth of Australia.

Schedule 1 – CRC Details

Item number	Issue	Clause Reference	Details
1.	Name of the CRC	Background A	Cooperative Research Centre for High Performance Soils
2.	CRC Field	4.1	Field means Australian agriculture, horticulture and farm production improvements through the development and use of innovative technologies and approaches to provide more effective, practical, on-farm solutions for the management of high performing soils.
3.	Variation Agent	6.2	Griffith University NSW - DPI University of Newcastle University of Southern Queensland Charles Sturt University
4.	Guidelines	1.1 and 5.1	The Cooperative Research Centres Programme Guidelines, and any related documentation developed to assist the management and administration of the CRC Programme, issued by the Commonwealth and as amended from time to time.
5.	Pre-existing Material	1.1 and 14	NIL
6.	Confidential Information	1.1 and 26	NIL
7.	Special Majority Issues	1.1 and 3.7	(1) Establishment of Utilisation Company: Establishment or acquisition of a controlling interest in an entity to commercialise IP; (2) Establishment of IP Trust: Establishment of an entity to hold IP; (3) Change in nature of Business; Carrying on activities that are inconsistent with the CRC Objective. (4) Overseas presence:

			<p>registration or recognition as a body corporate in any place outside Australia</p> <p>(5) Divesting: Disposing of interest in an entity.</p> <p>(6) Borrowing: Borrowing by the Company or with a value of more than \$1,000,000</p> <p>(7) Litigation: Commence or settle any litigation other than debt collection in the ordinary course of business.</p> <p>(8) The dissolution or wind-up of the Company.</p>
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Schedule 2 – Major Partners

Name University of Newcastle
ABN 15 736 576 735
Short form name UON
Notice details Director, Research and Innovation Services
University Drive, CALLAGHAN NSW 2308
Phone: (02) 4921 5300
Email: paula.a.jones@newcastle.com.au
Attn: Paula Jones

Name Landcare Research New Zealand Limited
NZBN 942 903 899 0496
Short form name LandCare
Notice details 54 Gerald Street
PO Box 69040, Lincoln 7640 New Zealand
Phone: +64 3 3219608
Email: millardp@landcareresearch.co.nz
Attn: Peter Millard, General Manager Science

Name Southern Cross University
ABN 41 995 651 524
Short form name SCU
Notice details PO Box 157, LISMORE NSW 2480
Phone: (02) 6626 9471
Email: research.services@scu.edu.au
Attn: Depute Vice Chancellor (Research)

Name Charles Sturt University
ABN 83 878 708 551
Short form name CSU
Notice details Locked Bag 588, WAGGA WAGGA NSW 2678
Phone: (02) 6272 6235
Email: research@csu.edu.au
Attn: Professor Mary Kelly, Deputy Vice-Chancellor
(Research, Development and Industry)

Name Murdoch University
ABN 61 616 359 313
Short form name Murdoch
Notice details Office of Research and Innovation
Phone: (08) 9360 2970
Email: researchsupport@murdoch.edu.au
Attn: Jane Crier

Name	University of Southern Queensland
ABN	40 234 732 081
Short form name	USQ
Notice details	West Street, TOOWOOMBA QLD 4350 Phone: (07) 3470 4611 Email: CM-Rt@usq.edu.au Attn: Erin Rayment
Name	University of Tasmania
ABN	30 764 374 782
Short form name	UTas
Notice details	Office of Research Services, University of Tasmania Private Bag 1, HOBART TAS 7001 Phone: (03) 6226 684 Email: david.hope@utas.edu.au Attn: David Hope, Research Funding Officer
Name	South Australian Grain Industry Trust Fund
ABN	23 116 814 640
Short form name	SAGIT
Notice details	PO Box 108, GOODWOOD SA 5034 Phone: (08) 8210 5230 Email: admin@sagit.com.au Attn: Malcolm Buckby, SAGIT Project Manager
Name	Federation University Australia
ABN	51 818 692 256
Short form name	FedUni
Notice details	PO Box 663, BALLARAT VIC 3353 Phone: (03) 5327 9745 Email: DVC.research@federation.edu.au Attn: Professor Leigh Sullivan
Name	The Crown in right of the State of New South Wales acting through the Department of Primary Industries as an office of the Department of Industry
ABN	72 189 919 072
Short form name	NSW DPI
Notice details	Locked Bag 21, ORANGE NSW 2800 Phone: (02) 6391 3545 Email: contract.admin@dpi.nsw.gov.au Attn: Amanda Waterman

Schedule 3 – Activities

1. Overview, Outcomes and impacts (clause 1.1, 5.1 and 5.3)

The CRC for High Performance Soils (CRC-HPS) will give farmers the knowledge and tools they need to make decisions on extremely complex soil management issues. The CRC bridges the gap between soil science and farm management. Practical, real-world outputs will allow farmers to optimise their productivity, yield and profitability, and ensure the long-term sustainability of their farming businesses.

Underperforming agricultural soils cost Australian farmers billions of dollars a year in missed productivity. In a 2015 report to the Grains R&D Corporation, the potential yield increase from overcoming just a few subsoil constraints was conservatively estimated at \$2.9B annually to the grain industry alone. A 2015 report to the National Programme for Sustainable Irrigation noted that yields of some horticultural crops in Australia are 75% lower than the best overseas yields due to our multiple soil constraints.

In addressing their soil constraints, farmers have to make complex management decisions and apply costly chemicals, fertilisers and amendments. These decisions are made with inadequate guidance, information and products to ensure they are effective or optimised.

Over the past three years, extensive consultation with industry and farmers has indicated they want more research on developing innovative technologies and approaches to more effectively translate existing knowledge into practical, on-farm solutions. In simple terms, farmers want research on how they can improve soils, rather than what caused the problem.

In particular, farmers and industry identified the following critical barriers to improving soil performance:

- 1) Limited return on investment in sustainable soil management
- 2) Inability to measure soil performance in a timely and accurate manner
- 3) Limited products to solve complex soil constraints
- 4) Limited guidance on a total solution for their farm

The industry-led CRC will address the critical barriers to high performance soils by developing real solutions, with a focus on how these solutions can be adopted throughout the farming community. It will co-create with farmers, industry and researchers a suite of practical solutions for on-farm application by farmers. The CRC will integrate research across diverse fields, including soil science, big data, sensor technology, nanotechnology, environmental science, social sciences and agricultural and farm management.

The CRC also aims to increase the level of innovation in how Australia manages, protects and values soil assets and will work closely with the Food & Agribusiness Growth Centre.

Outcomes will be achieved through four integrated programmes:

- Programme 1: Investing in high performance soils
- Programme 2: Soil performance metrics
- Programme 3: New products to increase fertility and function
- Programme 4: Integrated and precision soil management solutions

2. Activities (clause 1.1, 5.1 and 5.3)

Research Programme 1: Investing in high performance soils

To overcome long-term, marginal returns from good soil stewardship, farmers need new mechanisms to capture higher returns from their investment. These will include attracting price premiums for their produce, and being paid to provide ecological services like carbon sequestration. A market that rewards sustainable soil management requires a supportive policy framework and sustained innovation of new and more cost-effective technologies.

This programme will review stewardship and market-based incentives for adopting sustainable soil management practices. Using participatory research methods, decision modelling, surveys, case studies and bio-economic modelling, CRC-HPS will deliver tools and resources to support policy-makers, financiers, suppliers and farmers to adopt and make use of these incentives.

Research Programme 2: Soil performance metrics

Without the ability to measure soil performance in a timely and accurate manner, it is difficult for farmers to manage their soil constraints in an adaptive, tailored and cost-effective manner. This programme will define the metrics of a high performing soil, then create the instruments for farmers to measure them on-farm. CRC-HPS will use advanced instrumentation, optimisation, sensor/data fusion and big data analytics methodologies, to deliver practical tools ready for farmers to use.

Research Programme 3: New products to increase fertility and function

A limited range of products is currently available for farmers to manage complex soil constraints. Using soil science, nanotechnology, environmental and analytical chemistry, CRC-HPS will develop new fertilisers, soil amendments and delivery mechanisms for farmers to enhance the performance of their soils. These products will harness conventional intervention approaches and introduce emerging technologies – such as polymers, nanotechnology and biotechnology – as well as using innovative ways to mine nutrients from waste streams.

Research Programme 4: Integrated and precision soil management solutions

Farmers and industry have identified the need for integrated and intelligent on-farm solutions for managing soil constraints. Most farmers face multiple soil constraints, yet much of the substantial research investment over the last two decades was directed at addressing single problems. This programme will produce a range of tools that synthesise our current understanding of land management, artificial intelligence, soil science, optimisation and big data analytics, and how that understanding should be applied to the key soil types across Australia.

3. Milestones (clause 1.1 and 5.1)

No.	Milestone	Due Date
C1	Provision of Company Constitution and executed Participants Agreement	Within 90 days of the Commencement Date
C2	Submission of Quarterly Report	Each Quarter in accordance with Guidelines
C3	Submission of Annual Report	Each Financial Year in accordance with Guidelines
C4	Submission of Activity Plan	Initially within 90 days of the Commencement Date, and subsequent updates in accordance with Guidelines
C5	Submission of End of Funding Report	With final Annual Report in accordance with Guidelines

Research Programme No. 1	Investing in High Performance Soils		
Output 1 - User manual for the creation of market based instruments		Start Date	End Date
Development of a manual that will guide governments, financial institutions and value chain participants in developing and implementing market-based instruments to capture and distribute financial returns from good soil stewardship.			
1.1	Complete review of market mechanisms for rewarding soil stewardship. Identify most feasible options.	01/07/2017	30/06/2018
1.2	Complete assessment of consumer demand for soil stewardship.	01/07/2017	01/07/2019
1.3	Develop and evaluate market mechanisms for rewarding soil stewardship.	01/03/2018	01/03/2022
1.4	Publish a manual to guide the use of market mechanisms to provide financial returns from soil stewardship.	01/03/2022	30/11/2023
1.5	Assess extent of change in consumer demand for soil stewardship and revise existing or develop new market mechanisms.	01/07/2023	30/12/2025
1.6	"Go live"/publish on the web a decision support tool to guide the use of market mechanisms to capture and distribute financial returns from soil stewardship.	01/01/2025	30/12/2026

Output 2 - Interactive online tool to assess the adoptability and feasibility of soil technologies and policy Development of an online tool which will allow policy-makers, entrepreneurs and suppliers to readily assess how new soil products and policies will be taken up and used by farmers. This will allow for rapid prototyping of soil management policy design and product development.		Start Date	End Date
2.1	Publish a framework to guide assessments within CRC HPS of the adoptability of practices and technologies by farmers to improve soil performance.	01/07/2017	30/12/2018
2.2	"Go live"/publish on the web a decision support tool for farmer organisations, policy-makers (and managers), researchers and businesses to assess the social acceptability of practices and technologies aimed at improving soil performance.	01/07/2017	01/03/2018
2.3	Complete workshops with farmer groups and CRC HPS researchers to assess adoptability by farmers of practices and technologies proposed to improve soil performance.	01/01/2018	31/12/2024
2.4	Publish findings of baseline and follow-up surveys in six farming regions identifying actual and intended adoption of practices and technologies to improve soil performance, influences on adoption and strategies to increase adoption.	01/01/2018	31/12/2026
2.5	"Go live"/publish on the web a decision support tool for farmer organisations, policy-makers (and managers), researchers and businesses to assess adoptability by farmers of practices and technologies to improve soil performance.	01/01/2019	01/01/2021
2.6	Revise on-line decision support tools to assess adoptability and social acceptability of practices and technologies to improve soil performance.	01/07/2025	30/12/2026
Output 3 - Cost-benefit assessment of alternative soil management interventions This output will support decision-making by enabling farmers to economically assess alternative soil management options. The analysis will occur across a diverse range of regions and livestock and cropping enterprises. The accuracy and utility of existing decision support systems will be improved by linking biological predictive tools to economic risk analysis.		Start Date	End Date
3.1	Publish an evaluation of existing industry-based decision support systems that support farmer decisions about investing in practices/ technologies to improve soil performance.	01/07/2017	30/12/2018
3.2	Undertake bio-economic simulations of alternative soil management practices/technologies.	01/07/2017	30/06/2024
3.3	Complete assessments of the risks associated with farmer investment in practices/technologies (existing and proposed by CRC HPS) to improve soil performance.	01/01/2018	30/06/2022
3.4	Complete upgrades of industry-based systems that support farmer decisions about investing in practices/ technologies to improve soil performance.	01/01/2019	01/07/2024

3.5	Complete assessments of the risks associated with farmer investment in practices/technologies (proposed by CRC HPS) to improve soil performance.	01/07/2022	30/06/2024
3.6	Go live with on-line decision support system to assist farmers assess the on-farm profitability of innovative soil management practices and technologies.	01/07/2024	30/12/2026
Output 4 - Partnership model and resources to support innovative companies Design and development of a new partnership model and set of resources focused on soil management and improvement technologies to help innovative and entrepreneurial companies to take new products and services to market.		Start Date	End Date
4.1	Establish innovation partnership agreements with CRC HPS partner farmer groups and/or SME's (one per state in Phase 1 and Phase 2).	01/07/2017	01/01/2022
4.2	Complete innovation strategic plans with CRC HPS partner farmer groups and/or SME's (one per state).	01/01/2018	31/12/2021
4.3	Publish on-line manual to guide/embed innovation systems and capability in agrifood and fibre production organisations.	01/02/2021	30/06/2023
4.4	Review and update the Phase 1 & 2 innovation strategic plans with partner organisations.	01/01/2022	1/07/2025
4.5	Revise/up-date on-line manual to guide/embed innovation in agrifood and fibre production organisations.	01/01/2025	30/12/2026

Research Programme No. 2 Soil Performance Metrics			
Output 1 - Key Indicators of high performance soils Identification of data and thresholds defining a high performance soil and determine key indicators of high performance soils, including microbial functionality across key soil types.		Start Date	End Date
1.1	Establish steering committee of farmers, scientists and industry representatives.	01/07/2017	30/12/2017
1.2	Review information on soil health nationally and internationally to identify and develop indicators of soil health and function for economically important high performance soils.	01/01/2018	30/06/2019
1.3	From existing soil metrics develop management target values for key soil indicators (physical, chemical, and biological) for economically important high performing soils.	01/01/2018	30/12/2020
1.4	Explore relationships and interdependencies between key indicators for high performing soils.	01/01/2018	30/06/2022
1.5	Explore, and develop novel methods or metrics for assessing soil chemical, physical and microbial function / activity for guiding management practice.	01/01/2018	30/12/2025
1.6	Develop a field based tool kit and procedures for rapid determination of soil health and function for the high performance soils	01/01/2020	30/12/2026

1.7	Develop guidelines and targets for key indicators, deliver information to industry, and develop a framework for their utilisation.	01/01/2020	30/03/2027
Output 2 - Sensor networks for on-demand assessment of key soil indicators Development of 'use appropriate' sensors to provide actionable information on soil water, nutrients and microbial function. This may include the novel re-configuration of existing sensors or the creation of new sensors to fill any identified technology gaps.		Start Date	End Date
2.1	Establish steering committee of farmers, scientists and industry representatives.	01/07/2017	30/12/2017
2.2	Review and scope of both existing and workbench (prototype) proximal and remote sensors technologies for key soil performance indicators.	01/01/2018	30/12/2018
2.3	Development and field evaluation of novel prototype proximal sensors, or novel combinations of existing proximal sensors for assessing soil health and function.	01/01/2018	30/12/2025
2.4	Develop and evaluate novel, in paddock, rapid, low cost approaches to estimate soil chemical properties (lab on a chip) or functions.	01/01/2018	30/12/2025
2.5	Develop and calibrate mobile mapping sensors to spatial indicators of high performance soils.	01/01/2019	30/12/2020
2.6	Explore novel surrogate sensor technologies for mapping key soil indicators.	01/01/2020	30/12/2022
2.7	Identify appropriate approaches for commercialisation of developed technology and management of IP	01/01/2025	30/03/2027
Output 3 - Intelligent analytics of big data Development of back-end capability to analyse raw soil data and assess the interactions within it and provide the results to farmers and agronomists. The analytics will be driven by intelligent and machine learning algorithms to process a continuous multi-source data stream.		Start Date	End Date
3.1	Establish a project steering committee comprising, growers, scientist, agri-business, and other stakeholders.	01/07/2017	30/12/2017
3.2	Run a workshop to engage key researchers, stakeholders to identify limitations and options for server based storage, analysis and retrieval of soil sensory data.	01/10/2017	30/06/2018
3.3	Develop capacity, procedures and common protocols for communication, storage and access of sensed data for all sub-projects.	01/01/2018	30/12/2020
3.4	Explore and develop new approaches for server based analysis of sensed data (including machine learning).	01/01/2018	30/12/2025
3.5	Report on soil quality, function, targets of high performing soils based on analytics of server based HPS project data, and 3 rd party soil data.	01/01/2022	30/03/2027

3.6	Development of front-end apps and software to allow access and visualisation of soil metric data and soil performance by 3 rd parties.	01/01/2022	30/03/2027
Output 4 - Mobile apps to deliver sensor data for day-to-day soil management. Development of user-friendly and informative app-based user interfaces in consultation with farmers.		Start Date	End Date
4.1	Establish steering committee of farmers, scientists and industry representatives.	01/07/2017	30/06/2018
4.2	Coordinate with industry and state agencies to ascertain the type of information required and preferred human interface technology.	01/01/2018	30/12/2020
4.3	Enable and configure existing soil-crop models and analytical codes for operation on servers.	01/01/2018	30/12/2025
4.4	Development and testing of machine learning approaches for model parameterisation from sensor data.	01/01/2018	30/12/2025
4.5	Development of grower focused mobile tools for improved soil management using server based analytics of sensor data.	01/01/2018	30/12/2025
4.6	Grower feedback (iterative) on presentation format, data accumulation rates and interface design of tools, and mobile apps.	01/01/2020	30/03/2027

Research Programme No. 3	New products to increase fertility and function		
Output 1 - New, targeted and high performance fertiliser products Identification of the most cost-effective ways of recovering and concentrating nutrients from solid and liquid wastes to create new organic nitrogen fertiliser products that have an immediate and growing market in Australia.		Start Date	End Date
1.1	Establish a steering group comprising waste industry, growers and researchers	01/07/2017	30/11/2017
1.2	Complete a review of prioritising solid and liquid waste based on nutrient contents, and technologies on nano-fertilisers	01/07/2017	31/05/2018
1.3	Synthesise innovative fertilizer products (e.g. nano-fertilizers)	01/06/2018	31/05/2020
1.4	Test and validate innovative fertiliser products and approaches to minimise agri-chemicals usage.	01/06/2020	31/05/2022
1.5	Evaluate the optimised innovative fertiliser products under different agro-ecological conditions	01/06/2022	31/05/2024
1.6	Demonstrate the use of innovative fertiliser products and techniques to optimise agri-chemical usage in farmers' field.	01/06/2024	30/12/2026

Output 2 - New, targeted and low residual pesticide delivery systems Development of pesticide delivery mechanisms that are more targeted and less wasteful, to reduce off-site impacts of pesticides on cropping systems and the broader environment.		Start Date	End Date
2.1	Complete a review on technologies of nano-porous materials for pesticide delivery	01/07/2017	31/05/2018
2.2	Conceptualise new pathways to encapsulate pesticides	01/07/2017	31/05/2018
2.3	Synthesise nano-porous materials for pesticide delivery	01/06/2018	31/05/2020
2.4	Assess encapsulation of pesticides using the nanomaterials, and release kinetics of pesticides from nano-porous materials	01/06/2020	31/05/2022
2.5	Test and evaluate the field application of nano-porous pesticide deliver products under different agro-ecological conditions	01/06/2022	31/05/2024
2.6	Demonstrate the application of nano-porous technologies for enhancing pesticide delivery and use efficiency	01/06/2024	30/12/2026
Output 3 - Novel materials to address surface and subsurface soil constraints Development of soil amendments to address constraints such as soil acidity, soil sodicity and poor soil structure without physically disturbing the soil. Novel mechanisms will also be developed for placing amendments at depth while minimising disturbance.		Start Date	End Date
3.1	Complete a review on technologies for advanced organic-based materials for ameliorating subsurface acidity and sodicity constraints	01/07/2017	31/05/2018
3.2	Conceptualise new pathways to deliver soil ameliorating materials in subsoils covering the root zone	01/07/2017	31/05/2018
3.3	Synthesise organic-based materials for ameliorating subsurface acidity and sodicity constraints	01/06/2018	31/05/2020
3.4	Assess dissolution kinetics of organic-based materials for ameliorating subsurface acidity and sodicity	01/06/2020	31/05/2022
3.5	Design machinery to transport soil amendments into subsurface soils more cost-effectively	01/06/2022	31/05/2024
3.6	Test field evaluation and demonstrate application of innovative organic-based materials for ameliorating subsurface sodicity under different agro-ecological conditions	01/06/2024	30/12/2026
Output 4 - Effective delivery mechanisms for beneficial microorganisms Development of delivery systems and seed coatings that increase the effectiveness of desirable, beneficial microorganisms in the soil which help fix nitrogen, protect against root diseases, act as symbionts with plants or produce growth promoting chemicals.		Start Date	End Date
4.1	Complete reviews on moisture retention and microbial carrier technologies, physiological processes, their utilization to enhance soil health	01/07/2017	31/05/2018

4.2	Synthesise novel moisture retention and microbial carrier produces, and identify the technologies for their field application	01/06/2018	31/05/2019
4.3	Assess the moisture retention and release characteristics	01/06/2019	31/05/2020
4.4	Assess the activity and persistence of microbes in the carrier products	01/06/2020	31/05/2021
4.5	Test field evaluation and demonstrate application of innovative moisture retention and microbial carrier products	01/06/2021	31/05/2023
4.6	Adopt innovative moisture retention and microbial carrier products and application technologies	01/06/2023	30/12/2026

Research Programme No. 4 Integrated and precision soil management solutions			
Output 1 - Novel plant and systems based soil re-engineering methods		Start Date	End Date
Development of high performance soils based on system/agronomic and rhizosphere re-engineering approaches that include: inter- and cover- cropping, legumes and biofumigants, rhizosphere inoculation and rotations to enable farmers to address difficult and multiple soil constraints while continuing profitable production.			
1.1	Conceptual framework developed for Programs 4.1-4.3 and Program 4 steering committee established	01/07/2017	30/06/2018
1.2	Test methods for indicators of high performance soils (including biological, chemical and physical methods) evaluated and validated for the assessment of novel plant and system based re-engineering	01/07/2017	30/06/2020
1.3	Soil rhizosphere re-engineering technologies developed and assessed at glasshouse and small field plot scale	01/07/2018	01/07/2021
1.4	Five medium/long term field sites across 3 regions will deliver data to evaluate novel plant and system based soil reengineering methods	01/07/2018	01/07/2025
1.5	Data are delivered into Output 4.3 to populate new intelligent back-end frameworks based on machine learning processes, with prototype models provided to project participants and associated farmers for evaluation and improvement.	01/07/2020	31/03/2027

Output 2 - Novel physio-chemical based soil re-engineering methods Development of new soil re-engineering methods based on addressing multiple soil chemical and physical constraints using methods such as deep placement of amendments, strategic tillage, application of amendments that change soil physio-chemical properties including clay and organic materials; and lowering crop losses due to plant-back toxicity from herbicides. This output will provide an understanding of the impact of combination and additive approaches.		Start Date	End Date
2.1	Glasshouse/ mechanistic studies addressing multiple soil chemical and physical constraints deliver data used to inform field studies	01/07/2017	30/06/2021
2.2	Loss of productivity due to plant-back issues from herbicides in farming systems is quantified and trace back methods (metabolomics) and better management tools developed for 5 principal herbicides used	01/07/2018	30/06/2023
2.3	Six field sites are established, monitored and deliver data for evaluating and addressing multiple soil and sub-soil constraints across a minimum of 4 seasons	01/07/2020	30/06/2025
2.4	Data are delivered into Output 4.3 to populate new intelligent back-end frameworks based on machine learning processes, with prototype models provided to project participants and associated farmers for evaluation and improvement.	01/07/2020	31/03/2027
Output 3 - Universal soil re-engineering decision support tools Development of universal decision-support tools based on field-scale evidence. The Output will assist farmers and agronomists in identifying the most cost-effective approaches within their constrained systems to develop high performance soils.		Start Date	End Date
3.1	Build on and value add to existing tools better representing P cycling, multiple soil chemical constraints and soil biological constraints to production	01/07/2017	31/12/2020
3.2	Diagnosis frameworks including a hybrid system for multiple soil constraints based on data that farmers and agronomists have ready access to (or can efficiently collect), and populated by data from field trials from 4.1, 4.2 and other Programs.	01/07/2018	30/06/2023
3.3	Using field sites established in Outputs 1 and 2, a total of 9 farm walks (workshops) which highlight the most successful soil re-engineering methods will be presented.	01/07/2021	30/06/2025
3.4	Universal decision-support tools based on machine learning to guide decisions and actions to create high performance soils, considering economic outcomes, are delivered to project partners following a comprehensive evaluation period.	01/01/2020	31/03/2027

CRC - Education and Training Milestones

Education Milestones		Start Date	End Date
1.1	Training Courses and Workshops provided in various locations across the nation for: farmers, farmer groups, extension officers and consultants, agronomists and soil scientists.	01/07/2017	31/03/2027
1.2	Production of online information sheets and course materials for on-farm implementation of new practices and of integrated technologies.	01/07/2017	31/03/2027
1.3	Commencement of 46 PhD candidates.	01/07/2017	31/06/2023
1.4	Completion of 40-46 PhD graduates	01/07/2021	31/03/2027

Schedule 4 – Participant Contributions and Budget

TABLE 1: IN-KIND CONTRIBUTIONS

TABLE 1a: STAFF

NOTE: When valuing any Shortfall under clause 7.4, a full-time equivalent (FTE) of 1.0 has a value of \$250,000.

PARTICIPANTS	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	TOTAL
	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE
Department of Economic Development Jobs Transport and F	0.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	40.00
South Australian Grain Industry Trust Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Western Australian No-Tillage Farmers Association (Inc)	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	10.00
Ecocatalysts Pty Ltd	0.00	0.20	0.20	0.20	0.25	0.25	0.30	0.30	0.30	0.30	0.30	2.60
South East Water Corporation	0.00	0.30	0.30	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00	1.50
Facey Group Inc	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	10.00
Wimmera Catchment Authority	0.00	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	8.00
Australian Organics Recycling Association Limited	0.00	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.49	0.51	4.92
Arris Pty Ltd	0.00	0.21	0.21	0.21	0.21	0.21	0.22	0.22	0.22	0.22	0.22	2.15
Landmark Operations Limited	0.00	0.75	0.75	0.75	0.75	0.00	0.00	0.00	0.00	0.00	0.00	3.00
Carrigin Farm Improvement Group	0.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.00
Central West Farming Systems Inc	0.00	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.80
The Liebe Group Inc	0.00	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	1.00
Blackship Cropping Group Inc	0.00	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.50
Southern Precision Agriculture Association (SPAA) Incorpor	0.00	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.50
MacKillop Farm Management Group Inc	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.20
FarmLink Research Limited	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.20
Hart Field Site Group Incorporated	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Holbrook Landcare Group	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.20
The Gilliam Centre	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.20
Herbert Cane Productivity Services Ltd	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.20
Burdakin Productivity Services Limited	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.20
Riverine Plains Incorporated	0.00	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.10
The University of Newcastle	0.00	3.95	3.95	3.95	3.95	3.95	3.95	3.95	3.95	3.95	3.95	39.50
Charles Sturt University	0.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	20.00
The Trustee for Soils for Life Trust	0.00	0.50	0.50	0.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	2.50
Southern Cross University	0.00	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60	26.00
University of Tasmania	0.00	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	12.00
Murdoch University	0.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	30.00
Federation University Australia	0.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	20.00

Department of Primary Industries and Regions	0.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.00
Eyre Peninsula Agricultural Research Foundation Inc	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
West Midlands Group Incorporated	0.00	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.20
Malles Sustainable Farming Inc	0.00	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.50
North Central Catchment Management Authority	0.00	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	5.00
Southern Farming Systems Ltd	0.00	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.40
Department of Industry Skills and Regional Development	0.00	5.40	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	59.40
Wheatbelt Natural Resource Management Incorporated	0.00	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	2.00
University of Southern Queensland	0.00	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	13.30
HLM Asia Group Limited	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	10.00
Landscape Research (New Zealand)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Kansas State University	0.00	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	3.00
THIRD PARTY CONTRIBUTIONS (in aggregate)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL STAFF (FTE)	0.00	33.92	34.52	34.52	34.52	34.47	33.57	32.63	32.63	32.63	32.58	32.60	32.60	32.60	32.60	32.60	334.07

Table 1b NON-STAFF IN-KIND

PARTICIPANTS	2016-17 \$'000	2017-18 \$'000	2018-19 \$'000	2019-20 \$'000	2020-21 \$'000	2021-22 \$'000	2022-23 \$'000	2023-24 \$'000	2024-25 \$'000	2025-26 \$'000	2026-27 \$'000	TOTAL \$'000
Department of Economic Development Jobs Transport and F	0	0	0	0	0	0	0	0	0	0	0	0
South Australian Grain Industry Trust Fund	0	0	0	0	0	0	0	0	0	0	0	0
Western Australian No-Tillage Farmers Association (Inc)	0	18	18	18	18	18	18	18	18	18	18	180
Ecocalysts Pty Ltd	0	40	40	40	40	0	0	0	0	0	0	160
South East Water Corporation	0	0	0	0	0	0	0	0	0	0	0	0
Facey Group Inc	0	0	0	0	0	0	0	0	0	0	0	0
Wimmera Catchment Authority	0	50	50	50	50	50	50	50	50	50	50	500
Australian Organics Recycling Association Limited	0	2	2	2	2	2	2	2	2	2	2	20
Arris Pty Ltd	0	3	2	2	2	2	2	2	2	2	2	21
Landmark Operations Limited	0	0	0	0	0	0	0	0	0	0	0	0
Corrigin Farm Improvement Group	0	2	2	2	2	2	1	1	1	1	1	15
Central West Farming Systems Inc	0	10	10	10	10	10	10	10	10	10	10	100
The Liebe Group Inc	0	0	0	0	0	0	0	0	0	0	0	0
Birchip Cropping Group Inc	0	5	5	5	5	5	5	5	5	5	5	50
Southern Precision Agriculture Association (SPAA) Incorpor	0	4	4	4	4	4	4	4	4	4	4	40
Mackillop Farm Management Group Inc	0	5	5	5	5	5	5	5	5	5	5	50
FarmLink Research Limited	0	5	5	5	5	5	5	5	5	5	5	50
Hart Field Site Group Incorporated	0	10	10	10	10	10	10	10	10	10	10	100
Holbrook Landcare Group	0	1	1	1	1	1	1	1	1	1	1	10
The Gillamill Centre	0	1	0	0	0	0	0	0	0	0	0	1
Herbert Cane Productivity Services Ltd	0	0	0	0	0	0	0	0	0	0	0	0
Burdekin Productivity Services Limited	0	0	0	0	0	0	0	0	0	0	0	0
Riverine Plains Incorporated	0	0	0	0	0	0	0	0	0	0	0	0
The University of Newcastle	0	556	556	556	556	556	556	556	556	556	556	5,560
Charles Sturt University	0	0	0	0	0	0	0	0	0	0	0	0
The Trustee for Soils for Life Trust	0	10	25	30	35	40	0	0	0	0	0	140
Southern Cross University	0	180	180	180	180	180	180	180	180	180	180	1,900

University of Tasmania	0	31	50	55	56	69	76	65	51	23	24	500
Murdoch University	0	150	152	154	156	159	161	164	166	168	171	1,601
Federation University Australia	0	80	80	80	80	80	80	80	80	80	80	800
Department of Primary Industries and Regions	0	15	15	15	15	15	15	15	15	15	15	150
Eyre Peninsula Agricultural Research Foundation Inc	0	5	5	5	5	5	5	5	5	5	5	50
West Midlands Group Incorporated	0	3	3	3	3	3	2	2	2	2	2	25
Mallee Sustainable Farming Inc	0	0	0	0	0	0	0	0	0	0	0	0
North Central Catchment Management Authority	0	50	50	50	50	50	50	50	50	50	50	500
Southern Farming Systems Ltd	0	10	10	10	10	10	10	10	10	10	10	100
Department of Industry Skills and Regional Development	0	764	834	898	945	1,005	1,069	1,138	1,210	1,278	1,325	10,476
Wheelbelt Natural Resource Management Incorporated	0	12	12	12	12	12	12	12	12	12	12	120
University of Southern Queensland	0	33	48	48	48	48	39	38	36	34	24	396
HLM Asia Group Limited	0	0	0	0	0	0	0	0	0	0	0	0
Landcare Research (New Zealand)	0	0	0	0	0	0	0	0	0	0	0	0
Kansas State University	0	16	16	16	16	15	15	15	15	15	15	154
THIRD PARTY CONTRIBUTIONS (In aggregate)	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-STAFF IN-KIND	0	2,351	2,450	2,516	2,581	2,621	2,643	2,703	2,761	2,881	2,842	26,269

TABLE 2: CASH CONTRIBUTIONS AND CRC PROGRAMME FUNDS

PARTICIPANTS	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	TOTAL
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Department of Economic Development Jobs Transp	0	0	0	0	0	0	0	0	0	0	0	0
South Australian Grain Industry Trust Fund	0	150	150	150	150	150	150	150	150	150	150	1,500
Western Australian No-Tillage Farmers Association	0	100	100	100	100	100	100	100	100	100	100	1,000
Ecocalysts Pty Ltd	0	100	100	100	100	100	100	100	100	100	100	1,000
South East Water Corporation	0	30	30	30	30	30	0	0	0	0	0	150
Facey Group Inc	0	5	5	5	5	5	5	5	5	5	5	50
Wimmera Catchment Authority	0	0	0	0	0	0	0	0	0	0	0	0
Australian Organics Recycling Association Limited	0	0	0	0	0	0	0	0	0	0	0	0
Artis Pty Ltd	0	200	200	200	200	200	200	200	200	200	200	2,000
Landmark Operations Limited	0	0	0	0	0	0	0	0	0	0	0	0
Corrigin Farm Improvement Group	0	0	0	0	0	0	0	0	0	0	0	0
Central West Farming Systems Inc	0	0	0	0	0	0	0	0	0	0	0	0
The Liebe Group Inc	0	0	0	0	0	0	0	0	0	0	0	0
Bechip Cropping Group Inc	0	5	5	5	5	5	5	5	5	5	5	50
Southern Precision Agriculture Association (SPAA)	0	0	0	0	0	0	0	0	0	0	0	0
Mackillop Farm Management Group Inc	0	0	0	0	0	0	0	0	0	0	0	0
FarmLink Research Limited	0	0	0	0	0	0	0	0	0	0	0	0
Hart Field Site Group Incorporated	0	0	0	0	0	0	0	0	0	0	0	0

Schedule 5 - Budget

TABLE 3: EXPENSES

NOTE: Expenses are accrual expenses

Employee Expenses include salaries, direct salary on-costs, fellowships and student stipends
Supplier Expenses include direct and indirect costs of research, such as consumables, conference attendance, training, travel, etc.
Capital Expenses are assets of a depreciable nature, the purchase price of which exceeds \$20,000
Other Expenses include provision for net GST, taxation facilities, depreciation/amortisation of assets

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	TOTAL
Employee Expenses	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
Supplier Expenses	334	3,628	4,396	4,732	4,609	5,057	4,938	4,747	4,504	4,144	2,858	44,147
Capital Expenses	176	1,660	1,784	1,920	2,010	2,011	2,188	2,244	2,248	2,324	1,802	20,187
Other Expenses	0	0	0	0	0	0	0	0	0	0	0	0
	19	167	198	213	223	223	243	250	250	258	178	2,242
TOTAL EXPENSES	529	5,685	6,378	6,865	6,842	7,291	7,369	7,241	7,002	6,726	4,838	66,576

TABLE 4: ALLOCATION OF RESOURCES ACROSS ALL RESEARCH PROGRAMS

NOTE: Grand totals must balance with Tables 1a, 1b and 2

NOTE: Resources for each Research Program must include the full costs of that Research Program, i.e. research, utilisation and administration costs

NOTE: The Annual Report Guidelines will require CRCs to report on the breakdown of expenditure into research, utilisation and administration costs overall

	2016-17			2017-18			2018-19			2019-20			2020-21		
	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)
RP1: Investing in High Performance Soils	106	0	0	1,139	470	7	1,276	490	7	1,373	503	7	1,368	516	7
RP2: Soil Performance Metrics	132	0	0	1,424	588	8	1,595	613	9	1,716	629	9	1,711	645	9
RP3: New Products to Increase fertility and function	159	0	0	1,709	705	10	1,913	735	10	2,060	755	10	2,053	774	10
RP4: Integrated and Precision Soil Management Solutions	132	0	0	1,424	588	8	1,595	613	9	1,716	629	9	1,711	645	9
TOTAL	529	0	0.00	5,695	2,351	33.92	6,378	2,450	34.52	6,865	2,516	34.52	6,842	2,581	34.47

	2021-22			2022-23			2023-24			2024-25			2025-26		
	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)
RP1: Investing in High Performance Soils	1,458	524	7	1,474	529	7	1,448	541	7	1,400	552	7	1,345	560	7
RP2: Soil Performance Metrics	1,823	655	8	1,842	661	8	1,810	676	8	1,751	690	8	1,682	700	8
RP3: New Products to Increase fertility and function	2,187	786	10	2,211	793	10	2,172	811	10	2,101	828	10	2,018	840	10
RP4: Integrated and Precision Soil Management Solutions	1,823	655	8	1,842	661	8	1,810	676	8	1,751	690	8	1,682	700	8
TOTAL	7,291	2,621	33.57	7,369	2,643	32.63	7,241	2,703	32.63	7,002	2,761	32.63	6,726	2,801	32.58

	2026-27		
	Cash (\$'000)	Non-staff In-kind (\$'000)	Staff In-kind (FTE)
RP1: Investing in High Performance Soils	928	568	7
RP2: Soil Performance Metrics	1,160	711	8
RP3: New Products to Increase fertility and function	1,391	853	10
RP4: Integrated and Precision Soil Management Solutions	1,160	711	8
TOTAL	4,638	2,842	32.60

TOTALS

Cash (\$'000)	66,576
Non-staff In-kind (\$'000)	26,269
In-kind staff (FTE)	334.07

Schedule 5 – Template IP Deed Poll

IP DEED POLL

in favour of

CRC High Performance Soils Limited

I, *[insert full name]* of *[insert address]* have been engaged by *[insert details of Participant]* (**Participant**) to undertake work on the activities "*[insert details or title]*" (**Activities**) in a research collaboration known as the Cooperative Research Centre for High Performance Soils (**Centre**). The Centre is operated by CRC High Performance Soils Limited (**CRC HPS**)

and

[insert details of Employer] (**Employer**).

As part of the Activities in conjunction with CRC HPS and the Participant, I acknowledge that I may have access to premises and confidential information.

This IP Deed Poll is executed in favour of CRC HPS.

I acknowledge that:

- CRC HPS and the Participant are cooperating in undertaking the Activities and that all deliverables and intellectual property rights arising from the Activities are to be owned by CRC HPS; and
- that in the course of my participation in the Activities, I may be granted access to confidential information belonging to CRC HPS or the Participant.

Accordingly, in consideration of CRC HPS allowing me to participate in the Activities, I confirm and undertake for the benefit of and in favour of CRC HPS as follows:

1. **Confidentiality:** to treat all information which is confidential to CRC HPS or the Participant (the Confidential Information) as secret and confidential, and to use such Confidential Information only for the purposes of the Activities and not to disclose such Confidential Information to any third party without the prior written consent of CRC HPS and the Participant.
2. **Premises:** to comply with the workplace health and safety policies and reasonable directions of CRC HPS and the Participant to the extent that I am granted access to any of their premises as part of the Activities.
3. **Publishing:** to not publish any information relating to the Activities other than with the prior approval obtained in accordance with CRC HPS's publication procedures.
4. **Intellectual Property:** that all materials and intellectual property rights created by me in the course of undertaking work on the Activities will be owned by the Employer so as to enable the Employer to comply with its obligations under the

Major Partners Agreement, including the assignment of intellectual property to CRC HPS.

In accordance with the above, I assign all such intellectual property to the Employer and, to the extent of any failure in such assignment, I assign all such intellectual property developed in relation to the Activities directly to CRC HPS.

I will perform all such acts and execute all such agreements, assurances and other documents as CRC HPS requires to perfect its rights in the intellectual property.

5. **Moral Rights:** I irrevocably consent to CRC HPS, its assigns and successors doing any acts or omissions in relation to any materials I create in the course of the Activities (Material) that would otherwise constitute an infringement of my moral rights in such Material, which may be reasonably necessary for the Activities or for the Utilisation of the intellectual property by CRC HPS or the Participant.
6. **Copy of Deed:** I agree that a copy of this IP Deed Poll will be included in the register which records the intellectual property of the Centre and which is notified to CRC HPS.
7. **Survival:** This Deed will survive the termination or expiry of any contract or agreement between my Employer and me providing for the performance of services or the provision of goods by me (whether directly or indirectly).
8. **Applicable law:** This Deed will be governed in accordance with the law in the State of New South Wales.

I acknowledge that damages may be an insufficient remedy for a breach of this Deed and that CRC HPS or the Participant may be entitled to injunctive or other relief as the circumstances may require.

This IP Deed Poll is signed for the benefit and reliance of CRC HPS:

SIGNED AS A DEED POLL this _____ day of _____ 201

Signed by: *[insert full name]*

Signature ←

Signature of witness ←

Name of witness (print)

Signed for and on behalf of
[Employer]

Signature of witness

←

Signature

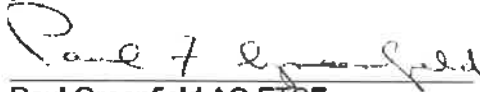
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Name of witness (print)

Name (print)

Signing page

Executed by CRC for High Performance Soils Limited in accordance with section 127 of the *Corporations Act 2001 (Cth)* in the presence of


Paul Greenfield AO FTSE
Chair


Roger Swift FRSC FTSE
Director

Name of director/company secretary

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

Signature of witness

Signature of officer

Name of witness (print)

Name of officer (print)

Office held

Signed for Landcare Research New Zealand Limited by an authorised officer in the presence of

Signature of witness

Signature of officer

RICHARD GORGON

Name of witness (print)

Name of officer (print)

CHIEF EXECUTIVE OFFICER

Office held

Signing page

Executed by CRC for High Performance Soils Limited in accordance with section 127 of the *Corporations Act 2001* (Cth) in the presence of

Signature of director

←

Signature of director/company secretary

←

Name of director (print)


Name of director/company secretary

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



Signature of witness

←



Signature of officer

←

Sandie Lloyd

Professor Kevin Hall

Name of witness (print)

Name of officer (print)

Senior Deputy Vice-Chancellor,
Research and Innovation

Office held

Signed for Landcare Research New Zealand Limited by an authorised officer in the presence of

Signature of witness

←

Signature of officer

←

Name of witness (print)

Name of officer (print)

CHIEF EXECUTIVE OFFICER

Office held

Signing page

Executed by CRC for High Performance Soils Limited in accordance with section 127 of the *Corporations Act 2001* (Cth) in the presence of

Signature of director

←

Signature of director/company secretary

←

Name of director (print)

Name of director/company secretary

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

Signature of witness

←

Signature of officer

←

Name of witness (print)

Name of officer (print)


Office held

Signed for Landcare Research New Zealand Limited by an authorised officer in the presence of



Signature of witness

←



Signature of officer

←

PETER MILLARD

Name of witness (print)

RICHARD GORGON

Name of officer (print)

CHIEF EXECUTIVE OFFICER

Office held

Office held

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

~~Signature of witness~~

~~Name of witness (print)~~

← *Adam Shoemaker* ←
Signature of officer

PROFESSOR ADAM SHOEMAKER
Name of officer (print)

VICE CHANCELLOR, SOUTHERN
Office held CROSS UNIVERSITY

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

Signature of witness

Name of witness (print)

← _____ ←
Signature of officer

PROFESSOR ANDREW VANN

Name of officer (print)

VICE-CHANCELLOR

Office held

Signed for Murdoch 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 Southern Cross
University by an authorised officer
in the presence of**

Signature of witness

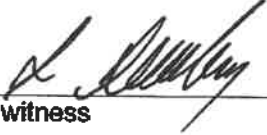
← _____ ←
Signature of officer

Name of witness (print)

Name of officer (print)

Office held

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



Signature of witness

←  ←
Signature of officer

SHARON SANDRY

Name of witness (print)

PROFESSOR ANDREW VANN

Name of officer (print)

VICE-CHANCELLOR

Office held

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

Signature of witness

← _____ ←
Signature of officer

Name of witness (print)

Name of officer (print)

Office held

Signed for Southern Cross University by an authorised officer in the presence of

Signature of witness

←

Signature of officer

←

Name of witness (print)

Name of officer (print)

Office held

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

Signature of witness

←

Signature of officer

←

PROFESSOR ANDREW VANN

Name of witness (print)

Name of officer (print)

VICE-CHANCELLOR

Office held

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

A. Hynes

Signature of witness

←

Eeva Leinonen

Signature of officer

←

Allison Hynes

Name of witness (print)

Professor Eeva Leinonen

Name of officer (print)

Vice Chancellor

Office held

Executed by University of
Southern Queensland by an
authorised officer in the presence of

[Signature]
Signature of witness

Joni Bryan
Name of witness (print)

G. Mackenzie
Signature of officer

Professor Geraldine Mackenzie
Vice-Chancellor & President
University of Southern Queensland
Name of officer (print)

Office held

Signed for University of Tasmania
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 Michael
Treloar, Maxwell Young, Caroline
Rhodes, Edward Langley and Bryan
Smith as trustees for the South
Australian Grain Industry Trust
Fund by an authorised delegate in
the presence of

Signature of witness

Name of witness (print)

Signature of delegate

Name of delegate (print)

**Executed by University of
Southern Queensland by an
authorised officer in the presence of**

Signature of witness


← _____ ←
Signature of officer

Name of witness (print)

Name of officer (print)

Office held

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



Signature of witness

←  ←
Signature of officer

FIONA IRWIN
Name of witness (print)

PROFESSOR PETER RATHJEN
Name of officer (print)

VICE-CHANCELLOR
Office held

**Signed for and on behalf of Michael
Treloar, Maxwell Young, Caroline
Rhodes, Edward Langley and Bryan
Smith as trustees for the South
Australian Grain Industry Trust
Fund by an authorised delegate in
the presence of**

Signature of witness

← _____ ←
Signature of delegate

Name of witness (print)

Name of delegate (print)

**Executed by University of
Southern Queensland by an
authorised officer in the presence of**

Signature of witness

←

Signature of officer

←

Name of witness (print)

Name of officer (print)

Office held

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

Signature of witness

←

Signature of officer

←

Name of witness (print)

Name of officer (print)

Office held

**Signed for and on behalf of Michael
Treloar, Maxwell Young, Caroline
Rhodes, Edward Langley and Bryan
Smith as trustees for the South
Australian Grain Industry Trust
Fund by an authorised delegate in
the presence of**

Signature of witness

←

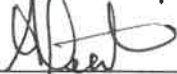
Signature of delegate

←

Tessa Jane Dawes
Name of witness (print)

Napoleon Robert Buckby
Name of delegate (print)

The Common Seal of Federation
University Australia was hereto
affixed by direction of the Vice
Chancellor in the presence of



Signature of Secretary to Council

ADRIAN TINETTI

Name (print)

SECRETARY TO COUNCIL

Office held



Signature of Vice Chancellor

PROFESSOR HELEN BARTLETT

Name (print)

VICE CHANCELLOR

Office held



Signed by New South Wales
Department of Industry by an
authorised officer in the presence of

Signature of witness

Name of witness (print)

←

Signature of officer

Name of officer (print)

Office held

The Common Seal of Federation University Australia was hereto affixed by direction of the Vice Chancellor in the presence of

Signature of Secretary to Council

Signature of Vice Chancellor


Name (print)

Name (print)


Office held

Office held

Signed, sealed and delivered by
Hon. Niall Blair MLC, Minister for
Primary Industries, Minister for
Regional Water, and Minister for
Trade and Industry for and on behalf
of the Crown in right of the State of
New South Wales in the presence of



Signature of witness



Signature of Minister

Nilufa Nazreen

Name of witness (print)

30.10.2017

Date