

Services Agreement

C10000xxxx [contract number to be assigned by DA Legal Services]

[insert contract name]

Dairy Australia Limited

and

[insert organisation name]

This **SERVICES AGREEMENT** between

Dairy Australia Limited (ACN 105 227 987) at Level 3, HWT Tower, 40 City Road, Southbank, Victoria, 3006 (**Dairy Australia**)

and

[insert organisation name] ([insert ACN or ABN]), at
[insert registered company address (street, suburb/city, state, postcode)] (the **Supplier**),

who shall each be referred to individually as a **Party** and, collectively, as the **Parties**.

BACKGROUND:

- A. Dairy Australia's mission is, through excellence in research, development and extension, to lead effective change and to improve the profitability and sustainability of the Australian dairy industry.
- B. **[Insert particulars of the Supplier's skill set]**.
- C. **[Insert purpose of this Agreement]**.
- D. By way of this Agreement, the Supplier agrees to provide the Services on the terms and conditions set out in this Agreement.

TERMS:

1. DEFINITIONS

- 1.1 In this Agreement, unless the contrary intention appears:

Agreement means this services agreement and includes any schedules, attachments, appendixes or annexures.

Brand Visual Identity Guidelines means the brand guidelines issued from time to time by Dairy Australia in relation to Communication Materials.

Commencement Date means commencement date noted in Schedule A.

Communication Materials means materials drafted on behalf of Dairy Australia for the primary purpose of communicating with Dairy Australia's core audience groups. Such documents will appear as being authored by Dairy Australia and therefore must be consistent with Dairy Australia's Brand Visual Identity guidelines. Dairy Australia's core audience groups are:

- (i) farmers, manufacturers and other industry stakeholders.
- (ii) the dairy community comprising consumers, healthcare professionals, jobseekers, teachers and students.

(iii) international markets.

Confidential Information means all commercial information, technical information and Intellectual Property, including without limitation Intellectual Property in the Contract Material, which is disclosed by a Party and which is stated by the disclosing Party as being confidential or which might reasonably be regarded by the receiving Party as confidential, other than: (a) information which was, at the time it was disclosed to the receiving Party, in the public domain; (b) information which subsequently became part of the public domain otherwise than through a breach of this Agreement; (c) information which comes lawfully into the possession of the receiving Party otherwise than as a result of a disclosure in breach of an obligation of confidence; and (d) information that the receiving Party is required to disclose by court order, legislation, regulation or the like.

Contract Material means all material, including deliverables, Communication Materials, brought or required to be brought into existence by the Supplier as part of, or for the purpose of performing the Services including but not limited to documents, equipment, information and data stored by any means.

Dairy Australia Trade Mark means any Dairy Australia trade mark, whether registered under statute or used as a trade mark pursuant to the common law.

Fees means the fees payable under this Agreement described in Schedule A.

GST means Goods and Services Tax payable in Australia under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Intellectual Property means any registered or unregistered intellectual property rights, including, without limiting the generality of the foregoing, patents or any rights concerning any discovery, invention, process, improvement, procedure, manufacturing method, technique or information regarding the chemical composition of materials (whether patentable or not) trademarks; copyright; registered or registrable designs; plant breeder's rights or other proprietary information concerning genetic or biological or engineering processes; eligible layouts or protectable computer programs and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Key Personnel means any key Personnel detailed in Schedule A which must undertake the Services on behalf of the Supplier.

Moral Rights means, inter alia, an author's right not to have authorship falsely attributed and an author's right of integrity of authorship, as more fully particularised in the *Copyright Act 1968 (Cth)*.

Person includes a partnership and a body corporate or unincorporated.

Personal Information has the meaning given to it in the Privacy Legislation.

Personnel means a Party's employees, officers, agents, and subcontractors.

Privacy Legislation means the *Privacy Act 1988 (Cth)* and Australian Privacy Principles (as amended from time to time).

Services means the services described in Schedule A.

Term shall have the meaning ascribed to it in clause 2.

Uncommitted Funds means the Fees paid by Dairy Australia under this Agreement which have not been used at the time of expiry or early termination of this Agreement.

1.2 Words in the singular include the plural and words in the plural include the singular.

1.3 Headings are for convenience only and shall not affect the interpretation of any provisions.

2. TERM

2.1 This Agreement shall be for the term set out in Schedule A (the **Term**). In the event that it is executed by the Parties after the Commencement Date, it shall nevertheless be of effect from that Commencement Date.

3. SUPPLIER'S OBLIGATIONS

3.1 The Supplier warrants that any written representations it has made with respect to Services prior to the execution of this Agreement are true and correct.

3.2 The Supplier must act at all times to the best of its ability so as to protect the reputational interests of Dairy Australia when delivering the Services.

3.3 The Supplier will provide Dairy Australia with such information as is reasonably requested by Dairy Australia to ensure the Services are being delivered in accordance with this Agreement.

Reporting and Meetings

3.4 The Supplier will comply with any reporting and meeting requirements set out in the description of Services.

Laws and industry standards

3.5 The Supplier must perform the Services in accordance with the applicable laws, standards, requirements, and codes of practice adopted by the Supplier's profession or industry in Australia and Dairy Australia is relying on the Supplier's expertise in relation to the Services.

Timely delivery

3.6 The Parties acknowledge that time is of the essence under this Agreement. The Supplier must perform the Services within the Term and in compliance with the milestones particularised in Schedule A and any other timeframes for deliverables as

the Parties may agree from time to time. Where the Supplier becomes aware that it will, or may, fail to deliver agreed outputs in a timely manner, it shall notify Dairy Australia as soon as possible, providing reasons for the delay and requesting a fixed extension, whereupon Dairy Australia may either accept the extension request, or exercise its rights to terminate under clause 19.

Accessing Dairy Australia's premises

- 3.7 When accessing Dairy Australia's premises, the Supplier must:
- (a) complete any safety and / or other training or induction necessary for the delivery of the Services;
 - (b) only access Dairy Australia's premises in the manner and at the time of day as directed by Dairy Australia upon request by the Supplier; and
 - (c) to the extent that the Supplier accesses the premises, ensure the premises are left secure, clean and tidy.

4. ACKNOWLEDGEMENT

- 4.1 Unless agreed otherwise, if the Supplier is preparing any Contract Materials (excluding Communications Materials) which are intended to be distributed by Dairy Australia to third parties, such materials must include a Dairy Australia attribution statement in an appropriate and visible place (e.g. covers, body text, acknowledgements, and footnotes).

5. COMMUNICATION MATERIALS

- 5.1 If the Supplier is preparing any Communication Materials as part of the Services, the Communication Materials must comply with Dairy Australia's Brand Visual Identity Guidelines (which prior to publication will require approval by Dairy Australia design team).

6. ACCEPTANCE BY DAIRY AUSTRALIA OF DELIVERABLES

- 6.1 Dairy Australia, acting reasonably, reserves the right to reject any deliverables provided under this Agreement which have not been completed in accordance with this Agreement.
- 6.2 Dairy Australia's acceptance or rejection of such deliverables must be conveyed to the Supplier in writing. Any rejected deliverables must be corrected by the Supplier at the Supplier's expense within 14 days of the said notification.

7. DAIRY AUSTRALIA'S OBLIGATIONS

- 7.1 Dairy Australia warrants that any written representations it has made with respect to Services prior to the execution of this Agreement are true and correct.
- 7.2 Dairy Australia must pay to the Supplier the Fees specified in Schedule A upon the conditions and in the manner provided for in this Agreement.
- 7.3 Dairy Australia accepts no liability in respect of any additional claims for payment or liabilities incurred by the Supplier unless the same have been agreed to in writing by Dairy Australia prior to being incurred.

8. INTELLECTUAL PROPERTY

- 8.1 For the purpose of this clause 8, "use" shall include supply, reproduce, publish, perform, communicate, broadcast, adapt, modify and copy.

Background IP

- 8.2 Each Party acknowledges and agrees that all Intellectual Property owned by the other Party at the Commencement Date shall remain vested solely in that Party.
- 8.3 The Supplier grants to Dairy Australia a royalty free, perpetual, non-exclusive right to use any Intellectual Property owned by the Supplier which the Supplier incorporates into the Contract Material.
- 8.4 Dairy Australia grants to the Supplier a royalty free, non-exclusive right to use any Intellectual Property owned by Dairy Australia which Dairy Australia may from time to time disclose to the Supplier for the purpose of assisting the Supplier with the provision of the Services.

Protection

- 8.5 The Supplier shall take all reasonable steps to protect the Intellectual Property owned by Dairy Australia and shall provide to Dairy Australia immediate notice of any infringement of such Intellectual Property to which it becomes aware.

Contract Material

- 8.6 The Supplier:
 - (a) assigns to Dairy Australia all rights in and title to any and all Intellectual Property derived from, or otherwise coming into existence in the course of, providing the Services including, without limitation, the copyright in all Contract Material; and
 - (b) waives any associated Moral Rights in relation to such Intellectual Property referred to in clause (a) above.

Warranties

- 8.7 The Supplier warrants that:

- (a) it has received consent from all persons appearing in any photograph/audio/visual forming part of any Contract Material;
- (b) all Intellectual Property derived from, or otherwise coming into existence in the course of, providing the Services including, without limitation, the copyright in all Contract Materials, is free of any encumbrances and the use by Dairy Australia of the same will not infringe the Intellectual Property Rights or the Moral Rights of any person, or otherwise contravene any law or give rise to any liability on Dairy Australia's behalf to make royalty or other payments to any person; and
- (c) no fees, royalties or other payments are payable in respect of any third party rights as a result of the use of the Contract Material by Dairy Australia.

Further assistance

- 8.8 During and after the Term and at the request of Dairy Australia, the Supplier must execute any documents and take such action (and must ensure that any of its employees executes such documents and takes such action) as Dairy Australia considers necessary or desirable to:
- (a) assist or allow Dairy Australia to perfect, enforce, assert or defend its interest in and rights to use, reproduce, publish, perform, exhibit, transmit, communicate or adapt the copyright in the Contract Material; or
 - (b) generally give effect to this clause 8.

9. CONFLICT OF INTEREST

- 9.1 The Supplier warrants that at the date of entering into this Agreement, the Supplier does not hold any office, possess any property, or have any obligation by virtue of any contract or any venture in association with another person whereby duties or interests are or might be created which conflict or will conflict with its duties or interests under this Agreement. In the event that during the Term of this Agreement a conflict of interest arises, the Supplier must notify Dairy Australia immediately of that conflict.

10. FEES

- 10.1 Dairy Australia will pay the Supplier the Fees in consideration of the Supplier successfully delivering the Service in accordance with any milestones and other requirements particularised in this Agreement.
- 10.2 Unless indicated otherwise in Schedule A, Dairy Australia accepts no liability in respect of any additional claims for expenses, payments or liabilities incurred by the Supplier.
- 10.3 Dairy Australia's standard payment terms are payment within 30 days from the acceptance of the Services and the receipt of a correctly rendered invoice.

GST

- 10.4 If, under the provisions of any GST legislation, the Services, or any part thereof, to be provided under this Agreement are taxable, Dairy Australia will pay the amount of such taxation liability. Any such amount shall be calculated net of any tax credits or other credits available to the Supplier and shall be subject to Dairy Australia receiving evidence in writing of the net amount actually payable by the Supplier and, where appropriate, invoices sufficient for Dairy Australia to claim input tax credits for the relevant amount.

11. FINANCIAL RECORDS

- 11.1 The Supplier shall maintain appropriate books and records so that all receipts and expenditures relating to the Services are properly recorded and accounted for.
- 11.2 The Supplier, whenever so requested by Dairy Australia, must produce invoices, receipts or other documentary evidence of the use and application of Dairy Australia Funds.
- 11.3 Upon providing the Supplier with reasonable notice, Dairy Australia shall have the right to audit the books and records of the Supplier in so far as they relate to the Services and the Supplier shall provide reasonable access and assistance to Dairy Australia for this purpose. Such an audit must not unreasonably interfere with the operations of the Supplier.
- 11.4 The Supplier shall retain all books and records relating to the Services for at least 7 years after its completion.

12. COMPLIANCE WITH DAIRY AUSTRALIA POLICIES

- 12.1 The Supplier must comply with Dairy Australia's policies and procedures which are applicable to the delivery of the Services and any reasonable direction given by a responsible person in relation to any of these matters. Dairy Australia's policies and procedures that are applicable to external suppliers can be accessed here: <https://www.dairyaustralia.com.au/supplier-policies-procedures>.

13. WORK HEALTH AND SAFETY OBLIGATIONS

- 13.1 The Supplier must utilise its own expertise, knowledge and experience in providing the Services to ensure that it provides the Services safely and without risk to the Supplier's health and safety.
- 13.2 Without limiting clause 13.1, the Supplier must also comply with:
- (a) all applicable work health and safety legislation;

- (b) all applicable standards, codes and other guides relating to work health and safety; and
- (c) Dairy Australia's relevant work health and safety policies and procedures as amended from time to time.

13.3 The Supplier must:

- (a) ensure that the Services are provided in a safe manner;
- (b) ensure that they comply with any reasonable direction given by Dairy Australia regarding any issue relating to work health and safety arising out of the provision of the Services;
- (c) immediately notify Dairy Australia of any incident arising out of the provision of the Services which is required to be notified to an authority under work health and safety legislation. Such notification will include full written particulars of the accident or circumstance, as reasonably required by Dairy Australia.; and
- (d) fully cooperate with any investigation conducted by Dairy Australia into any incident which is required to be notified to any authority under work health and safety legislation, and where requested by Dairy Australia, provide Dairy Australia with any reports relating to any incident or investigations conducted by or on behalf of the Supplier.

14. CONFIDENTIALITY

- 14.1 The Parties acknowledge that all Confidential Information disclosed by or on behalf of the other Party or developed by either Party in the performance of the Services is the confidential and proprietary information of the disclosing Party and may only be used by the other Party in the performance of the Services or for the purposes as permitted hereunder.
- 14.2 Each Party agrees to keep the Confidential Information of the other party confidential and not to use any Confidential Information for any purpose other than the purposes contemplated by this Agreement, without the prior written consent of the other Party.
- 14.3 Either Party may disclose Confidential Information to its respective officers, employees and sub-contractors to the extent necessary for the conduct of the Services, subject always to the Parties ensuring that any such persons are under the same obligation of confidentiality as the receiving Party is in relation to the Confidential Information.

15. AI TOOL USAGE

Permitted Use of AI Tools

- 15.1 The Supplier may use an artificial intelligence tool, software or platform (**AI Tool**) in connection with documents, information or data relating to the Services, including

documents, information or data provided by the other Party in connection with the Services, provided that:

- (a) the AI Tool is used under an enterprise, professional or other commercial licence;
- (b) the terms of that licence prohibit the AI Tool provider from using, disclosing or making available any documents, information or data inputted into the AI Tool for the purpose of training, improving or developing any artificial intelligence model or service; and
- (c) the Supplier complies with its confidentiality, privacy and data protection obligations under this Agreement.

Prohibited Use

- 15.2 The Supplier must not input, upload, disclose or otherwise make available any documents, information or data relating to the Services, including documents, information or data provided by Dairy Australia in connection with the Services, to any AI Tool except in accordance with clause 15.1.

Responsibility for Third Parties

- 15.3 The Supplier must ensure that its employees, contractors, subcontractors, affiliates and service providers comply with this clause as if they were the Party.

16. INDEMNITY

- 16.1 Each Party (**Indemnifier**) indemnifies the other Party (**Indemnified Party**) against all claims and actions which may be brought against the Indemnified Party arising out of:

- (a) any material breach of this Agreement by the Indemnifier and its Personnel; or
- (b) any unlawful or negligent act or omission by the Indemnifier and its Personnel in connection with this Agreement.

- 16.2 The Indemnifier's liability to indemnify the Indemnified Party will be reduced proportionally to the extent that any negligent act or omission, or breach of this Agreement by the Indemnified Party and its Personnel contributed to the loss or liability.

- 16.3 Neither Party will be liable for any special, exemplary, punitive or consequential loss or damage (including without limitation, loss of profit, loss of opportunity and loss of goodwill) incurred by the other Party either directly or indirectly in connection with this Agreement.

17. INSURANCE

- 17.1 The Supplier must have and maintain all insurances reasonably required for the provision of the Services, including, but not limited to, professional indemnity and

public liability insurance each with a limitation of cover of not less than \$5,000,000 and workers' compensation insurance.

- 17.2 The Supplier will, if requested by Dairy Australia, produce evidence of the insurance cover required by clause 17.1 within 14 days of such request.

18. PERSONAL INFORMATION

- 18.1 The Supplier agrees to comply with the Privacy Legislation in respect of Personal Information disclosed to the Supplier by Dairy Australia in connection with this Agreement (if any).

- 18.2 Without limiting the generality of clause 18.1, the Supplier agrees that, in particular, it:

- (a) will not do, or omit to do, anything in respect of Personal Information disclosed to it by Dairy Australia which results, or could reasonably result, in the Supplier being in breach of the Privacy Legislation;
- (b) will not use or disclose the Personal Information disclosed to it by Dairy Australia, other than for the purposes for which it was disclosed, unless with the prior written consent of Dairy Australia or otherwise in accordance with applicable law;
- (c) will protect the Personal Information disclosed to it by Dairy Australia from misuse, interference and loss and from unauthorised access, modification or disclosure;
- (d) will ensure that only employees or agents who are authorised to fulfil the obligations of this agreement and who need to have access to any Personal Information disclosed to it by Dairy Australia have access to the particular Personal Information;
- (e) will immediately notify Dairy Australia if it becomes aware of any unauthorised access, use, loss or disclosure of any Personal Information or a breach, or potential breach, of its obligations under this clause, the Privacy Legislation or any other law, with regard to Personal Information disclosed to it by Dairy Australia;
- (f) will cooperate with any reasonable requests or directions of Dairy Australia arising from or in connection with Personal Information disclosed to it by Dairy Australia or otherwise in connection with Dairy Australia's obligations under the Privacy Legislation;
- (g) will return or destroy Personal information disclosed to it by Dairy Australia upon Dairy Australia's request or otherwise upon the termination of this agreement;
- (h) upon disclosing Personal Information to Dairy Australia, if any, will notify each individual, about whom the Personal Information relates, of the disclosure

including Dairy Australia's name and that information about Dairy Australia's handling of Personal Information can be found on Dairy Australia's website; and

- (i) will not transfer or disclose Personal Information disclosed to it by Dairy Australia to any other person or entity located in a country other than Australia, without:
 - (i) requiring the recipient person or entity to enter into substantially similar contractual arrangements with regards to the handling of Personal Information; and
 - (ii) obtaining Dairy Australia's prior written consent.

19. TERMINATION

Termination for cause

19.1 Either Party may terminate this Agreement by notice in writing to the other Party on the happening of one or more of the following:

- (a) if the other Party breaches any provision of this Agreement and fails to remedy the breach within 7 days after receiving notice requiring it to do so;
- (b) if the other Party breaches a material provision of this Agreement where that breach is not capable of remedy;
- (c) if the other Party repeatedly breaches any provision of this Agreement and continues to do so following its receipt of notice regarding multiple breaches, whether or not those previous breaches have been remedied; or
- (d) if the other Party has a liquidator appointed or otherwise ceases to do business.

Key Personnel

19.2 Dairy Australia may terminate this Agreement by giving 14 days' notice in writing if, during the Term, there has occurred the death, disability, retirement, resignation, removal or diversion of any or all of the Key Personnel to perform the Services and Dairy Australia, acting reasonably and after consultation with the Supplier, is unable to agree upon the appointment of substitute suitable Key Personnel to carry out those Services.

Termination for convenience

19.3 Either Party may terminate this Agreement for convenience, by giving to the other Party [please choose: 30/60/90] days' notice in writing of its intention to so terminate this Agreement.

Consequences of termination

19.4 Upon early termination or expiry of the Term:

- (a) the Supplier shall repay to Dairy Australia any and all Uncommitted Funds within 30 days of a request in writing for same received from Dairy Australia; and
- (b) Dairy Australia will pay the Supplier for all Services completed prior to the date of termination.

20. FORCE MAJEURE

- 20.1 A Party (the 'Affected Party') is excused from performing its obligations to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason), including but not limited to acts of God, pandemics, epidemics, natural disasters, acts of war, riots and strikes outside that Party's organisation.
- 20.2 When the circumstances described in clause 20.1 arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party will give notice of those circumstances to the other as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Agreement.
- 20.3 If non-performance or diminished performance by the Affected Party due to the circumstances described in clause 20.1 continues for a period of 30 consecutive days, the other Party may terminate the Agreement. If this Agreement is terminated in these circumstances, each Party will bear its own costs and neither Party will incur further liability to the other. If the Supplier is the affected party, it will be entitled to payment for work performed prior to the date of intervention of the circumstances described in clause 20.1.

21. DISPUTE RESOLUTION

- 21.1 In the event of any difference or dispute arising between the Parties concerning this Agreement, which cannot satisfactorily be resolved between them, the Parties agree to use their best endeavours to agree on a process for resolving the same, through means other than arbitration or litigation, such as, but not limited to, mediation or conciliation.
- 21.2 In the event that the difference or dispute is unable to be resolved by the means referred to in clause 21.1, then the same may be referred with the agreement of the Parties for determination at Melbourne in the State of Victoria by an arbitrator agreed upon by both Parties. If the Parties are unable to agree upon an arbitrator the matter shall be dealt with in accordance with the laws relating to arbitration in force in the said State.
- 21.3 The costs of and incidental to every such reference and award shall be in the discretion of the arbitrator.

22. NOTICES

- 22.1 Notices and other communications under and for the purposes of this Agreement must, unless otherwise agreed at any time between the Parties, be given by or sent in writing and addressed to the appropriate Party at the address referred to in the description of the Parties above.
- 22.2 A notice will be deemed to be received:
- (a) on the date of delivery if left at the Party's business address and handed to an authorised officer of that Party;
 - (b) on the day after the day of transmission if sent by electronic mail (e-mail); and
 - (c) 5 days after the date of posting if sent by pre-paid mail.

23. GENERAL

- 23.1 **Waiver.** A waiver by either Party in respect of a breach, condition or provision of this Agreement shall not be deemed to be a waiver in respect of any other or of any subsequent breach.
- 23.2 **Entire Agreement.** Unless stated otherwise under this Agreement, this Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, between the Parties with respect to the subject matter in this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement, and any other document executed in connection or incorporated into Agreement (e.g. in the Schedules), the terms of this Agreement shall prevail.
- 23.3 **Survival.** The following clauses shall survive the termination or expiration of this Agreement for any reason clause 8 (Intellectual Property), clause 10 (Fees), clause 11 (Financial Records), clause 14 (Confidentiality), clause 15 (AI Tool Usage), clause 16 (Indemnity), clause 18 (Personal Information), clause 19.4 (Consequences of termination), clause 21 (Dispute Resolution), clause 23.3 (Survival), and, clause 23.8 (Governing Law).
- 23.4 **Subcontractors.** The Supplier must not assign any of its rights or obligations under this Agreement or engage sub-contractors to perform the Services or any part thereof, without first obtaining the consent in writing of Dairy Australia. Notwithstanding the Supplier's sub-contracting the performance of any part of the Services, the Supplier shall remain fully responsible for the performance of the Services and for all obligations under this Agreement.
- 23.5 **Trade Mark.** With the exception of Communication Materials, the Supplier may not use any Dairy Australia Trade Mark without Dairy Australia's prior written consent.
- 23.6 **Independent Contractor.** The Supplier acknowledges that it is engaged as an independent contractor and shall not represent itself, and shall ensure that all Supplier's Personnel do not represent themselves, as being employees, partners or

agents of Dairy Australia. This Agreement will not be construed so as to render the Parties liable as partners or as creating any partnership, agency or similar relationship.

23.7 **Variation.** Any variation to this Agreement must be in writing and signed by an authorised representative of both parties.

23.8 **Governing Law.** This Agreement shall be governed by the laws of the State of Victoria, Australia.

24. SIGNATURES

24.1 This Agreement will be validly executed if signed (via wet or electronic signature) in any number of counterparts and the counterparts taken together will constitute one agreement. Each Party may communicate its execution of this Agreement by successfully transmitting an executed copy of this Agreement by email to the other Party.

24.2 This Agreement is executed by the Parties on the last date written below.

Executed for and on behalf of **Dairy Australia Limited** ACN 105 227 987by:

.....
Signature of authorised signatory

.....
Name of authorised signatory

.....
Office held by authorised signatory

.....
Date

Executed for and on behalf of **insert company name** ABN/ACN **number** by:

.....
Signature of authorised signatory

.....
Name of authorised signatory

.....
Office held by authorised signatory

.....
Date

SCHEDULE A

1. THE SERVICES

[Insert very brief description of the Services], as further particularised in the [Proposal Document / Statement of Work / Quote] dated [insert], a copy of which is attached as Schedule B.

2. KEY PERSONNEL

[Insert details of any Key Personnel which must undertake the Services on behalf of the Supplier (if any) or 'not applicable' if not applicable.]

3. TERM

Commencement Date

The Term of this Agreement will commence on the Commencement Date being: [insert a commencement date or 'the date this Agreement is duly executed by all Parties']

End Date

The Term of this Agreement will end on [insert end date], unless such Term is extended by agreement between the parties in accordance with clause 23.7, or earlier terminated in accordance with the provisions set out in clause 19.

4. THE FEES

The maximum Fees payable by Dairy Australia to the Supplier on account of the provision of the Services under this Agreement is AUD\$[insert the numerical amount] (GST exclusive) [optional wording: 'plus any reasonable, pre-approved expenses'].

The following contract number [insert contract number], and if applicable, any Purchase Order number provided by Dairy Australia, must be included on all invoices.

5. MILESTONES

[Populate the below table, or insert "see Schedule B" if the document attached as Schedule B contains the milestones, or insert 'not applicable' if there are no milestones]

No.	Due Date	Description	Payment (if any)
1			
2			
3			

6. DAIRY AUSTRALIA CONTACT

Unless advised otherwise in writing, the Supplier will liaise with [insert name, title of relevant Dairy Australia employee and their contact details], on all matters relating to the conduct of this project.

SCHEDULE B

[Insert or attach Proposal Document / Statement of Work / Quote]