

THIS AGREEMENT is made this 28th day of August 2017
BETWEEN
PB CRC LTD (ABN 13 112 589 707) of Suite B23, Level 2, Building 23, Innovation
Centre, University Drive, University of Canberra, Bruce, ACT, 2617 (PB CRC)

AND
PB IP LTD (ABN 92 158 238 713) of Suite 201, Level 2, Innovation Centre,
Building 23, Innovation Centre, University Drive South, University of Canberra, Bruce,
ACT, 2617 (PB IP)

PB CRC LTD

and

PB IP LTD

Universitas Sam Ratulangi of Jl. Sate, Maros, Sulawesi Selatan (UNSRAT)

Universitas Sam Ratulangi

A. PB CRC is the entity responsible for the management and operation of the Plant
Bioscience CRC which has expertise in plant bioscience and education.

Agreement no: PBCRC 4167C

C. The Consultant is skilled, trained, qualified and competent to perform the required
services.

D. PB CRC and the Consultant have agreed that the Consultant will provide the required
services to PB CRC at the University of Canberra.

CONSULTANCY AGREEMENT

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following definitions will apply except where the context
otherwise requires:

"Agreement" means this agreement (including the Recitals and the Schedules) and any
amendments to it in accordance with clause 17.3;

"Area of Operations" means an area within a third parties operational control where
Services are or may be required to be performed. If required, the Area of Operations
will be set out in the Schedule;

"Autoreg" means an Australian General Export Licence issued by the Minister to supply
G24 technology to another person which is subject to any conditions specified in the
Australian General Export Licence and may be revoked or varied at any time;

"Business Day" means any day other than a Saturday or Sunday or any gazetted
public holiday in the jurisdiction specified in Item 10 of the Schedule;

"Commencement Date" means the commencement date of the Consultancy Services
specified in 6 of the Schedule;

"Completion Date" means the completion date of the Consultancy Services specified
in Item 3 of the Schedule;

"Confidential Information" means all know-how, financial information and other
commercially valuable information in whatever form (including unpatented inventions,
trade secrets, formulas, discoveries, works, improvements, innovations, ideas,

THIS AGREEMENT is made the _____ day of _____ 2017

BETWEEN

PB CRC LTD (ABN 13 115 589 707) of Suite B23, Level 2, Building 22, Innovation Centre, University Drive, University of Canberra, Bruce, ACT, 2617 (**PB CRC**)

AND

PB IP Ltd (ABN 99 158 538 713) a company having its registered office at Level 2, Building 22, Innovation Centre, University Drive South, University of Canberra, Bruce, ACT, 2617 (**PB IP**)

AND

Universitas Sam Ratulangi of Manado, North Sulawesi, Indonesia(**UNSRAT**)

RECITALS

- A. PB CRC is the entity responsible for the management and operation of the Plant Biosecurity CRC which has expertise in plant biosecurity science and education.
- B. PB CRC requires the provision of certain consultancy services.
- C. The Consultant is skilled, trained, qualified and competent to perform the required services.
- D. PB CRC and the Consultant have agreed that the Consultant will provide the required services to PB CRC on the terms and conditions of this Agreement.
- E. PB IP is responsible for the management of intellectual property arising from the consultancy services.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following definitions will apply except where the context otherwise requires:

"Agreement" means this agreement (including the Recitals and the Schedule) and any amendment made to it in accordance with clause 17.3;

"Area of Operations" means an area within a third parties operational control where Services are or may be required, to be performed. If required, the Area of Operations will be set out in the Schedule;

"AUSGEL" means an Australian General Export Licence issued by the Minister to supply DSGE technology to another person which is subject to any conditions specified in the Australian General Export Licence and may be revoked or varied at any time;

"Business Day" means any day other than a Saturday or Sunday or any gazetted public holiday in the jurisdiction specified in Item 10 of the Schedule;

"Commencement Date" means the commencement date of the Consultancy Services specified in 0 of the Schedule;

"Completion Date" means the completion date of the Consultancy Services specified in Item 2 of the Schedule;

"Confidential Information" means all know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formulae, discoveries, works, improvements, innovations, ideas,

concepts, graphs, drawings, designs, biological materials, samples, devices, models and other materials of whatever description and howsoever documented, recorded or disclosed, which a Party claims as confidential to itself or to a third party to whom it owes a duty of confidentiality and which is within its control. The following are exceptions to such information:

- (a) information which is already in the public domain;
- (b) information which becomes part of the public domain otherwise than as a result of an unauthorised disclosure by the recipient Party or its representatives;
- (c) information which is or becomes available to the recipient Party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the recipient Party on a non-confidential basis;
- (d) information which is rightfully known by the recipient party (as shown by its written record) prior to the date of disclosure to it hereunder; or
- (e) information which is independently developed by an employee of the recipient Party who has no knowledge of the disclosure under this Agreement;

"Consultancy Brief" means the document set out in Item 3 of the Schedule that details the specific work to be performed by the Consultant and any other relevant information;

"Consultancy Services" means the consultancy services to be provided by the Consultant as described in the Consultancy Brief and any services and tasks which are ancillary to the effective completion of, and additional to those listed, in the Consultancy Brief;

"Consultant" where appropriate, includes the Personnel of the Consultant;

"Contract Material" means the Existing Material and the New Material;

"PB CRC Material" means all material including books, documents, information, computer software, equipment and data stored by any means, disclosed or made available by PB CRC to the Consultant in connection with the performance of the Consultancy Services;

"PB CRC's Consent" means prior written consent of PB CRC (which will not be unreasonably withheld) which may be given subject to such terms and conditions as PB CRC may see fit to impose;

"Deliverables" means any document, information, piece of equipment or other creation required to be delivered to PB CRC to complete the performance of the Consultancy Services and includes the deliverables specified in Item 4 of the Schedule;

"DSGL" means the document:

- (a) formulated by the Minister, and published, as mentioned in paragraph 112(2A)(aa) of the *Customs Act 1901*; and
- (b) known as the Defence and Strategic Goods List; as amended by the Minister and in force from time to time;

"Existing Material" means any material incorporated into a Deliverable that:

- (a) existed at the Commencement Date;
- (b) was brought into existence by the Consultant before the Commencement Date; or
- (c) was brought into existence by the Consultant after the Commencement Date but independently of this Agreement;

"Fee" means the fee specified in Item 6 of the Schedule;

"Intellectual Property Rights" means:

- (d) the statutory and other rights in respect of patents, designs, circuit layouts, copyrights, confidential information and all other intellectual property rights defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967; and
- (e) the right to apply for the grant of any such rights,

but does not include non-assignable rights such as Moral Rights;

"Invoice" means a tax invoice in respect of the Consultancy Services which includes all information required by PB CRC to claim any claimable input tax credits, all information necessary to advise how the Fee was calculated and any other information reasonably required by PB CRC;

"Loss" means any liability, loss, action, claim, damage, injury, cost, charge, penalty, expense or diminution in value, including:

- (a) legal costs (on a solicitor and own client basis) and other costs incurred in connection with investigating, defending or settling any action or claim; and
- (b) that arising from damage or destruction to, or any loss of use of, any property or injury to or death of any person;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and the rights of a similar nature anywhere in the world whether existing at the Commencement Date or which may come into existence on or after the Commencement Date;

"New Material" means any material (excluding Existing Material) forming part of or constituting a Deliverable that is created, written or otherwise brought into existence by or on behalf of the Consultant in the course of performing the Consultancy Services;

"Parties" means the parties to this Agreement and their respective successors and permitted assigns, and **"Party"** means either one of them;

"Permit" means the permit issued by the Minister to supply DSGL technology to another person which is subject to any conditions specified in the permit and may be revoked or varied at any time;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can be reasonably ascertained, from the information or opinion;

"Personnel" of a Party means that Party's officers, employees, agents and subcontractors;

"Project Officer" means the person specified in Item 7 or any other person substituted by PB CRC by written notice to the Consultant;

"Specified Personnel" means the Personnel of the Consultant, if any, set out in 0 of the Schedule.

1.2 In this Agreement, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) a reference to a clause, Schedule or Recital is a reference, respectively, to a clause of, schedule to or recital of this Agreement; and
- (c) a reference to a statute or regulation includes an amendment or re-enactment to that legislation and includes subordinate legislation in force under it;
- (d) the singular includes the plural and vice versa;

- (e) a reference to a gender includes reference to every gender;
- (f) a reference to any document or agreement includes a reference to that document or agreement as properly amended, novated, supplemented, varied or replaced from time to time;
- (g) 'includes' and 'including' are not words of limitation;
- (h) a provision of this Agreement will not be interpreted against a Party just because that Party prepared the provision; and
- (i) the rights, obligations, representations, warranties and indemnities of a Party are given, undertaken, made or offered (as the case may be) jointly and separately by each of the parties who together constitute that Party under this Agreement and each of the rights, obligations, representations, warranties and indemnities of that Party is to be read accordingly.

2. CONSULTANCY SERVICES

- 2.1 The Consultant agrees to provide the Consultancy Services to PB CRC for the Fee.
- 2.2 The Consultant must perform the Consultancy Services to the reasonable satisfaction of PB CRC and, to that end, must:
 - (a) inform itself of PB CRC's stated requirements in respect of the Consultancy Services;
 - (b) carry out the Consultancy Services with all necessary and appropriate professional skill and diligence;
 - (c) consult regularly with PB CRC throughout the performance of the Consultancy Services;
 - (d) complete the Consultancy Services by the Completion Date and provide the Deliverables by the date set out in Item 4 of the Schedule;
 - (e) comply with the reasonable requirements of PB CRC in connection with the performance of the Consultancy Services;
 - (f) rectify any defects or omissions in carrying out the Consultancy Services to the reasonable satisfaction of PB CRC;
 - (g) promptly report on any matter which will, or may, affect the PB CRC's ability to comply with the *Defence Trade Controls Act 2012* (Cth) or the equivalent legislation in New Zealand. Examples of matters which must be promptly reported to the PB CRC includes, but is not limited to, the known export, or intended export, of an item of the DSGL list, information on the export country, the date, time, personnel involved, and the DSGL item which has or is to be exported, or the requirement for a Permit or an AUSGEL.
- 2.3 The Consultant must not subcontract any part of the Consultancy Services other than to the Specified Personnel.
- 2.4 Where the Consultancy Services require access to information held in PB CRC's electronic or manual databases, PB CRC must provide that information to the Consultant but the Consultant will at no time have access to those databases under this agreement unless otherwise agreed in writing by PB CRC.
- 2.5 The Consultant must comply with all relevant laws in the performance of the Consultancy Services.

3. SPECIFIED PERSONNEL

- 3.1 If Specified Personnel have been nominated, then this clause 3 applies.
- 3.2 The Consultancy Services must be performed by the Specified Personnel.

- 3.3 The Consultant warrants that the Specified Personnel are competent and have the necessary skills to perform the Consultancy Services.
- 3.4 Where Specified Personnel are unable to perform the Consultancy Services:
- (a) the Consultant must notify PB CRC immediately; and
 - (b) PB CRC may elect to terminate this Agreement or request that the Consultant provide, at the earliest opportunity and at no additional charge, replacement Personnel acceptable to PB CRC.
- 3.5 The Consultant must not, without PB CRC's consent, allow the Specified Personnel to delegate any part of the Consultancy Services, other than to perform routine tasks suitable for a person of the delegate's position and experience.
- 3.6 PB CRC may, on reasonable grounds, give notice requiring the Consultant to remove Specified Personnel from working on the Consultancy Services. On receipt of a notice under this clause, the Consultant must, at no cost to PB CRC, promptly remove and replace Specified Personnel referred to in the notice with Personnel acceptable to PB CRC.

4. FEES AND PAYMENT

- 4.1 PB CRC is only required to pay the Fee for the Consultancy Services where:
- (a) the Consultant has rendered an Invoice; and
 - (b) the Consultant has complied with all requirements in relation to the Consultancy Services (in the case of an instalment payment, all requirements up to the instalment due date) including any methodology, milestones or reporting requirements, to the Project Officer's satisfaction.
- 4.2 The Consultant is not entitled to be paid for any part of the Consultancy Services that the Project Officer has certified as not having been performed in accordance with the Consultancy Brief.
- 4.3 The Consultant must promptly perform or perform again any part of the Consultancy Services certified as not being performed in accordance with the Consultancy Brief and PB CRC may, without limiting any other right it may have, defer payment of that part of the Consultancy Services until the Project Officer has certified that the Consultancy Services have been performed or performed again in accordance with the Consultancy Brief.
- 4.4 Except as set out in the Consultancy Brief or as otherwise agreed in writing by PB CRC, PB CRC will not reimburse the Consultant for any out-of-pocket, overhead or other expenses incurred in carrying out the Consultancy Services.
- 4.5 On receipt of an Invoice, PB CRC may require the Consultant to provide additional information to assist PB CRC to determine whether or not an amount is payable.
- 4.6 PB CRC will pay on a correctly rendered Invoice within 30 days after receipt of the Invoice, or if additional information is required by PB CRC under clause 4.5, 30 days after receipt of the additional information.
- 4.7 PB CRC must notify the Consultant within 14 days after receipt of an Invoice found not to be correctly rendered.
- 4.8 Payment of money to the Consultant does not constitute an admission by PB CRC that any of the Consultancy Services have been performed in accordance with this Agreement.
- 4.9 Any Invoice overpayments or damages, rebates, losses, fees, costs or expenses recoverable from the Consultant by PB CRC may be deducted from any money then due to the Consultant under this Agreement. If that money is insufficient for that purpose, the balance remaining unpaid is a debt due by the Consultant to PB CRC and may be:

- (a) set off against other money due to the Consultant by PB CRC under this Agreement; or
 - (b) recovered from the Consultant by PB CRC in any court of competent jurisdiction.
- 4.10 If PB CRC intends to set off against other money due to the Consultant by PB CRC under clause 4.9, PB CRC must provide 14 days' written notice of such intent.
- 4.11 For the purposes of this clause 4, a correctly rendered Invoice is an Invoice that has been submitted to PB CRC under clause 4.1 and:
- (a) the amount claimed in the Invoice is due for payment under this Agreement;
 - (b) the amount claimed in the Invoice has been verified by supporting material and is correctly calculated in accordance with this Agreement; and
 - (c) the Invoice correctly identifies the Consultancy Services performed.

5. NO AGENCY AND NO USE OF NAME

- 5.1 The Consultant:
- (a) must not represent itself or allow itself to be represented as an employee or agent of PB CRC; and
 - (b) is not and does not become, by virtue of this Agreement, an employee or agent of PB CRC.
- 5.2 The Consultant does not have any authority nor will it purport to have authority to bind PB CRC to any agreement or to otherwise hold itself out or deal in any way as an agent of PB CRC.
- 5.3 The Consultant must not use PB CRC's name or logo in any publicity, advertising, sales or promotional material or similar without the prior written consent of PB CRC, which consent PB CRC may withhold in its absolute discretion.

6. CONFLICT OF INTEREST

- 6.1 If at any time during the performance of the Consultancy Services, a conflict of interest or a risk of a conflict of interest arises (including, because of work undertaken for any other person other than PB CRC), the Consultant must immediately give notice of the conflict of interest, or the risk of it, together with details of the conflict, or the risk of it, together with details of the conflict or potential conflict to PB CRC and the steps, if any, that the Consultant is taking to resolve the conflict.
- 6.2 The Consultant must take all reasonable measures to ensure that its employees and agents do not engage in any activity or obtain any interest which conflicts with providing the Consultancy Services fairly and independently. The Consultant must immediately give notice of any conflict of interest or risk of conflict of interest relating to the activities or interests of any of its Personnel to PB CRC, and the steps, if any, that the Consultant is taking to resolve the conflict.
- 6.3 If the Consultant gives notice under clause 6.1 or 6.2, PB CRC may decide in its sole discretion to terminate this Agreement and to direct the Consultant to cease work on the Consultancy Services and return all PB CRC Material (including copies) to the Project Officer. In that event, the Consultant must co-operate fully with PB CRC to ensure minimum disruption to completion of the relevant tasks by an alternative service supplier.

7. CONTRACT MATERIAL

- 7.1 Title to and Intellectual Property Rights in all New Material will upon its creation vest in PB IP and the Consultant assigns to PB IP all copyright in the New Material.
- 7.2 Subject to this Agreement, PB IP grants the Consultant a non-exclusive, royalty-free, non-transferrable licence to use the New Material for internal research, education and

teaching purposes. The Consultant must not grant sub-licences of the New Material without prior written consent of PB CRC or PB IP.

- 7.3 Intellectual Property Rights in PB IP Material supplied to the Consultant for reproduction or guidance remain vested in PB IP.
- 7.4 This Agreement does not affect Intellectual Property Rights in Existing Material but the Consultant grants, and must ensure that relevant third parties grant, to PB CRC and PB IP a paid-up, non-exclusive, non-transferable licence:
- (a) to use, reproduce and adapt for the performance of the Contract Material; and
 - (b) to perform any other act with respect to copyright right of,
- the Existing Material, but only as part of the Contract Material.
- 7.5 Subject to clause 7.6, on the expiration or earlier termination of this Agreement, the Consultant must deliver to PB CRC, all PBCRC and PB IP Material and Contract Material (including any copies of PB CRC or PB IP Material and New Contract Material) and, if necessary, transfer or have transferred any New Material Intellectual Property Rights to PB IP.
- 7.6 PB CRC acknowledges that the consultant is legally obliged to keep copies of any reports or data that form part of the Deliverables and may reproduce and use such reports and data for its record keeping purposes.
- 7.7 The Consultant consents, and must procure that all individuals (including the Specified Personnel) who are to create Contract Material consent:
- (a) to any acts or omissions of PB CRC and PB IP in the exercise of rights or assignments granted under this clause 7 that might otherwise constitute an infringement of the Consultant's Moral Rights; and
 - (b) without limiting clause 7.6(a), to being attributed as author of works comprised in the Contract Material in a form and manner acceptable to PB CRC and PB IP.

8. CONFIDENTIALITY AND PRIVACY

- 8.1 The Consultant must:
- (a) treat as secret and keep confidential all Confidential Information;
 - (b) ensure that the Contract Material and PB CRC and PB IP Material are used, copied, supplied or reproduced only for the purposes of this Agreement; and
 - (c) except to the extent that disclosure is required by law, not disclose to any person any Confidential Information (other than to persons who have a need to know that information for the purposes of the proper performance of the Consultancy Services) without PB CRC or PB IP consent.
- 8.2 If PB CRC at any time requests, the Consultant must properly give, and arrange for the Specified Personnel to give, written undertakings in a form required by PB CRC, relating to the non-disclosure of Confidential Information.
- 8.3 Where the Consultant has access to Personal Information to fulfil its obligations under this Agreement, the Consultant must:
- (a) where the Consultant is responsible for holding Personal Information, ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
 - (b) not use Personal Information other than for the purposes of this Agreement, unless required or authorised by law;

- (c) not disclose Personal Information without the written agreement of the Project Officer or any other person authorised in writing by PB CRC, unless required or authorised by law;
 - (d) ensure that only authorised Personnel have access to Personnel Information;
 - (e) comply with any other privacy and security measures as PB CRC reasonably advises the Consultant in writing.
- 8.4 The Consultant indemnifies PB CRC and PB IP in respect of any Loss suffered or incurred by PB CRC or PB IP which arises directly or indirectly from a breach of any of the obligations of the Consultant under this clause 8.

9. ACCESS AND SECURITY

When using PB CRC's premises or facilities, the Consultant must comply with all policies, procedures and rules, including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities advised by PB CRC.

10. VARIATION OF CONSULTANCY SERVICES

- 10.1 PB CRC may by notice require the Consultant to vary the Consultancy Services in nature, scope or timing.
- 10.2 Without limiting the generality of clause 10.1, PB CRC may direct the Consultant to:
- (a) increase, decrease or omit any part of the Consultancy Services;
 - (b) change the character or context of any part of the Consultancy Services;
 - (c) change the direction or dimensions of any part of the Consultancy Services; or
 - (d) perform additional work.
- 10.3 If PB CRC requires a variation in the Consultancy Services, the Parties must negotiate in good faith a variation of the Fee and the time for completion. If the Parties are unable to agree, the Fee and time for completion must be determined under clause 14 [Dispute Resolution].
- 10.4 The Consultant must not commence work on the variation to the Consultancy Services without PB CRC's Consent and the written agreement of both Parties to the variation in Fee and time for completion.
- 10.5 If the Consultancy Services are reduced:
- (a) the amount PB CRC must pay to the Consultant for the reduced Consultancy Services must be agreed between the Parties and failing agreement, determined under clause 14 [Dispute Resolution]; and
 - (b) the Consultant is not entitled to compensation for loss of prospective profits.

11. TERM AND TERMINATION

- 11.1 Unless otherwise agreed by the Parties and subject to this clause 11, this Agreement terminates on the Completion Date.
- 11.2 PB CRC may terminate this Agreement by written notice to the Consultant if:
- (a) the Consultant fails to comply with any term or condition of this Agreement; and
 - (b) PB CRC has, by written notice, required the Consultant to remedy the failure and the Consultant has not remedied the failure within 14 days of that notice.
- 11.3 If the Consultant:

- (a) abandons or refuses to provide the Consultancy Services;
- (b) is, in the reasonable opinion of PB CRC, no longer capable of providing the Consultancy Services to a sufficient standard, whether because of the absence of the Specified Personnel or otherwise; or
- (c) fails to comply with:
 - (i) clause 6 [Conflict of Interest];
 - (ii) clause 2.5 [Compliance with Laws]; or
 - (iii) clause 13 [Insurance],

PB CRC may terminate this Agreement by notice to the Consultant as of the date stated in the notice.

- 11.4 On termination of this Agreement under clause 11.2 or 11.3, all money that has been paid and all money to be paid for work done to the date of the termination will be in full and final satisfaction of all claims by the Consultant under this Agreement.
- 11.5 Termination under this clause 11 does not affect the liability of either Party in respect of any act or omission under this Agreement up to the time of termination.
- 11.6 Neither the expiration or earlier termination of this Agreement releases the Consultant from its obligations under clauses 5, 7, 8, 12, 13, 16 and 17.6.

12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1 The Consultant indemnifies and must keep indemnified PB CRC and its Personnel from and against any Loss arising from:
 - (a) any negligent or unlawful act or omission or wilful conduct by the Consultant, the Specified Personnel or other Personnel of the Consultant;
 - (b) any breach by the Consultant of any of its obligations or warranties under this Agreement;
 - (c) any breach of any law or any duty or infringement of any person's legal rights by the Consultant, the Specified Personnel or other Personnel of the Consultant; and
 - (d) any claims by third parties about the ownership of or right to use Intellectual Property Rights in the Contract Material.
- 12.2 The Consultant's liability shall be capped at a maximum based on 2 (two) times the Fee.
- 12.3 The Consultant's liability to indemnify PB CRC under clause 12.1 is reduced proportionately to the extent that the relevant Loss was caused by any unlawful, negligent act or omission of, wilful conduct of, or any breach of this Agreement by, PB CRC.
- 12.4 The right of PB CRC to be indemnified under this clause 12 is in addition to and not exclusive of any other right, power or remedy provided by law.
- 12.5 PB CRC is not liable in any circumstance for incidental, consequential, indirect, special or punitive damages of any nature, including loss of business profits.

13. INSURANCE

- 13.1 The Consultant must obtain and maintain all insurance appropriate to entering into this Agreement and performing the Consultancy Services including (where appropriate) insurance for personal injury and sickness, public liability, professional indemnity and any liability for performance of the Consultancy Services in a negligent manner.

13.2 If requested by PB CRC, the Consultant must provide a certificate of currency of its insurance to PB CRC.

14. RESOLUTION OF DISPUTES

14.1 If a dispute arises between the Parties ("Dispute"), the Parties agree to negotiate in good faith to resolve the Dispute and must refer resolution of the Dispute to their respective chief executive officers or their nominees.

14.2 If the Dispute has not been resolved by negotiation within a reasonable time then either Party may refer to the Dispute to mediation and must do so before initiating proceedings in a court to resolve the Dispute.

14.3 A Dispute which is referred to mediation must be referred to the Australian Commercial Dispute Centre Limited ("ACDC") and must be conducted in Canberra by one mediator in accordance with the ACDC mediation guidelines.

14.4 If the Dispute has not been resolved within 60 days of referral to ACDC either Party is free to initiate proceedings in a court.

14.5 Nothing in this clause prevents a Party from seeking interlocutory relief through courts of appropriate jurisdiction.

15. NOTICES

15.1 Any notice, demand or other communication required to be given or made in writing under this Agreement will be deemed duly given or made if delivered or sent by prepaid post or facsimile transmission to the attention of the contact person and to the address specified in Item 9 of the Schedule.

15.2 Either Party may change its nominated contact person, address or facsimile transmission number for the purposes of this Agreement by giving notice of such change to the other Party within 30 days of the change.

15.3 Any notice or other communication will be deemed to have been received by the Party to which it was sent:

(a) in the case of hand delivery, upon the date of such delivery;

(b) in the case of prepaid post within Australia, on the third day next following the date of dispatch; or

(c) in the case of facsimile transmission, at the time of transmission, provided that, following the transmission, the sender receives a transmission confirmation report unless in any such case it would be deemed to have been received on a day which is not a Business Day, or after 5 p.m. on such a Business Day, in which event it will be deemed to have been received on the next such Business Day.

16. GST

16.1 When any consideration (whether expressed in money or otherwise) becomes due in respect of a Taxable Supply by PB CRC, PB CRC will provide the Client with a Tax Invoice and any other documentation required under the GST Law.

16.2 If GST is applicable to a Supply made under this Agreement, then, to the extent that the consideration for the relevant Supply is not stated in the Schedule to include an amount in respect of GST, PB CRC may increase the consideration by the applicable amount of GST and the Client will pay that increased amount.

16.3 If the GST on a Taxable Supply is varied pursuant to any change in legislation, the consideration payable under this Agreement will be increased or decreased to reflect that variation of the GST.

- 16.4 For the purposes of this clause 16, GST, GST Law, Input Tax Credit, Supply, Tax Invoice and Taxable Supply have the meanings attributed to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time.

17. GENERAL

17.1 Governing Law

This Agreement is governed by the laws of the place named in Item 10 of the Schedule and each Party submits to the jurisdiction of the courts of that State and their courts of appeal.

17.2 Waiver

Any failure by a Party to compel performance by the other Party of any of the terms or conditions of this Agreement will not constitute a waiver of those terms or conditions, nor will it affect or impair the right to enforce those rights at a later time or to pursue remedies for any breach of those terms or conditions. A waiver of any right under this Agreement will be in writing.

17.3 Amendment

This Agreement may only be amended by a written instrument signed by each of the Parties.

17.4 Entire Agreement

This Agreement contains the whole of the agreement between the Parties with respect to its subject matter and supersedes any and all other representations or statements by either Party whether oral or in writing and whether made prior or subsequent to the date of this Agreement.

17.5 Relationship

Each Party enters this Agreement as an independent contractor and nothing in this Agreement will create any other relationship between them.

17.6 Force Majeure

A Party will not be liable for any failure to carry out its obligations under this Agreement where such failure is due to any cause beyond the reasonable control of that Party.

17.7 Assignment

A Party will not assign its rights under this Agreement without the prior written consent of the other Party.

17.8 Further Assurance

Each Party agrees to do all acts, including the signing of documentation, necessary or desirable to give effect to this Agreement.

17.9 No Authority

Neither Party may enter into any agreement or incur any liabilities on behalf of the other Party without that other Party's prior written consent and may not represent to any person that it has any authority to do so.

17.10 Payments in Australian Currency

Unless the other Party consents in writing or as otherwise specified in the Schedule, any payments that are required to be paid under this Agreement will be paid in Australian currency.

17.11 Counterparts

This Agreement may be executed in any number of counterparts.

17.12 Costs and Expenses

Each Party will bear its own costs and expenses in relation to the negotiation, preparation, execution, delivery and completion of this Agreement and any other related documentation.

17.13 Survival

Clauses 5, 7, 8, 12, 13, 14 and 17 survive expiration or earlier termination of this Agreement.

Date: 8 MARCH 2017

M. P. [Signature]

Date: 8 MARCH 2017

Inwke F M [Signature]

Wiske [Signature]

Date: 24 March 2017

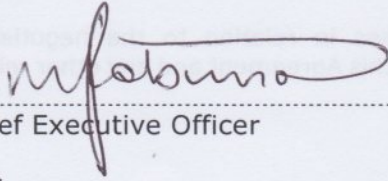
[Signature]

Research & Community [Signature]

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EXECUTED BY THE PARTIES

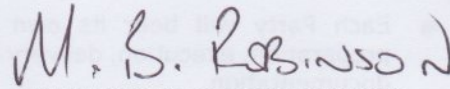
Signed for and on behalf of
PB CRC LTD ABN 13 115 589 707
by



Chief Executive Officer

and

Witness

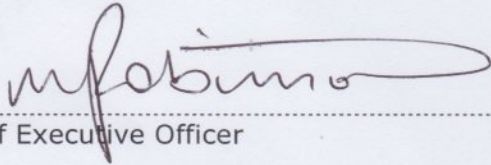


Print Name

Print Name

Date: 8 MARCH 2017

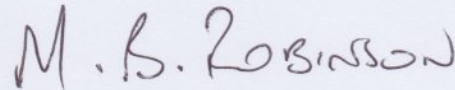
Signed for and on behalf of
PB IP LTD ABN 99 158 538 713
by



Chief Executive Officer

and

Witness



Print Name


Print Name

Date: 8 MARCH 2017

Signed for and on behalf of
Universitas Sam Ratulangi

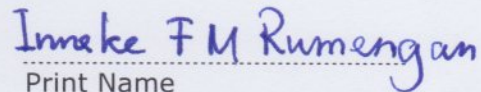


by


Signature *Head of Institute for
Research & Community
Services*

and

Witness Signature



Print Name



Print Name

Date: 24 Maret 2017

SCHEDULE

Item 1 **Commencement Date**

On signing

Item 2 **Completion Date**

1 April 2018

Item 3 **Consultancy Brief**

This critical assessment of the state of biodiversity in Wallacea (Sulawesi), will investigate two traditional foods as potential contributors to future food security. The project entails field studies on two traditional but under-used food sources: Giant Swamp Taro and Sago. Indonesia and Australia are among the world's 10 most mega-biodiverse regions and the findings will be of bilateral relevance. Mining, palm oil plantations, logging and human population dynamics put Wallacea's biodiversity at risk. Pressures in northern Australia will have similar impact on native, potentially crop, plants. The project will:

- (a) collate existing knowledge on biodiversity,
- (b) analyse the known information,
- (c) identify the potentially useful species and the most at-risk species, including an assessment of the biosecurity risks posed by commercial activities,
- (d) draw conclusions about opportunities and threats to future food security,
- (e) evaluate how commercial activities such as mining, agriculture etc can coexist alongside protection of critical biodiversity.

The project has two field studies on traditional but under-used food sources. These are Giant Swamp Taro and Sago.

Item 4 **Travel and Other Expenses**

All expenses other than accommodation and meals at the concluding workshop are to be met by the consultant.

Item 5 **Deliverables**

At completion of the project the deliverables will be:

1. a report submitted to an international journal on the status of biodiversity in the Wallacea region of Sulawesi in Indonesia, with reference to traditional food sources and the potential for impacting on food security.
2. a more accessibly written publication, possibly with policy implications, reporting the study of the community perspective and impacts of changes to biodiversity. The publication will include an assessment of the biosecurity risks posed by commercial activities and identify possible solutions that will enable coexistence of the activities and this critical biodiversity.

Item 6 FTE

The Parties will provide 5 FTE for services to the project. The Project Leader will contribute 0.3 FTE. Ibu Hadijah at Palopo will also contribute 0.4 FTE. Up to seven field workers at research assistant and technical levels will account for 4.0 FTE. 0.3 FTE will be provided through administrative support. Major time inputs will be in the survey and data collection phase of the project, to 30 November 2017. A report will be made to the biennial meeting of the BPBI. Evaluation and analysis of data and drafting publications will continue to 31 January 2018.

Item 7 Payment Milestones

AMOUNTS ARE EXCLUSIVE OF GST and are in AUS dollars

	Milestones	Completion date	Payment Schedule \$
1	On signing	On signing	\$3,000
2	Data collection complete.*	30 September 2017	\$3,000
3	Analysis and evaluation of data. Presentation and delivery of deliverables as per Item 5 at concluding workshop.*	31 March 2018	\$4,000
Total			\$10,000

*To the satisfaction of PBCRC

Item 8 Payment of Fee

For payment, send a valid tax invoice to the Project Officer at the email address listed (Item 9)

All invoices to be paid in Australian dollars

Item 9 Project Officers

Dr Michael Robinson
CEO

Plant Biosecurity CRC
LPO Box 5012
BRUCE ACT 2617
02 6201 2882
m.robinson@pbcrc.com.au

CONSULTANCY AGREEMENT - VARIATION
PBCRC Ref No: PBCRC4167C

BETWEEN [THE PARTIES]

Agreement made between:

PB CRC LIMITED (ABN 13 115 589 707) a company having its registered office at Level 2, Building 22, Innovation Centre, University Drive South, University of Canberra, BRUCE ACT 2617 (**PB CRC**)

and

PB IP Ltd (ABN 99 158 538 713) a company having its registered office at Level 2, Building 22, Innovation Centre, University Drive South, University of Canberra, BRUCE ACT 2617 (**PB IP**)

and

Universitas Sam Ratulangi of Manado, North Sulawesi, Indonesia (**UNSRAT**)

BACKGROUND

- A. The parties are signatories to an agreement for the project entitled **PBCRC4167C** ("Original Agreement") executed 8 March 2017.
- B. The parties now want to vary the Original Agreement.

IT IS AGREED

With effect from the date that this variation is signed, the parties agree to replace the Schedule in the Original Agreement with the Schedule below. Other than as expressly provided for in this variation, the Original Agreement will continue in full force and effect.

SCHEDULE

Item 1 **Commencement Date**

On signing

Item 2 **Completion Date**

1 April 2018

Item 3 **Consultancy Brief**

This critical assessment of the state of biodiversity in Wallacea (Sulawesi), will investigate two traditional foods as potential contributors to future food security. The project entails field studies on two traditional but under-used food sources: Giant Swamp Taro and Sago. Indonesia and Australia are among the world's 10 most megabiodiverse regions and the findings will be of bilateral relevance. Mining, palm oil plantations, logging and human population dynamics put Wallacea's biodiversity at risk. Pressures in northern Australia will have similar impact on native, potentially crop, plants. The project will:

- (a) collate existing knowledge on biodiversity,
- (b) analyse the known information,
- (c) identify the potentially useful species and the most at-risk species, including an assessment of the biosecurity risks posed by commercial activities,
- (d) draw conclusions about opportunities and threats to future food security,
- (e) evaluate how commercial activities such as mining, agriculture etc can coexist alongside protection of critical biodiversity.

The project has two field studies on traditional but under-used food sources. These are Giant Swamp Taro and Sago.

Variation to the project will allow additional field work to be carried out, primarily by the BPBI affiliate Universitas Andi Djemma (UNANDA) under the supervision of the Contractor (UNSRAT). The additional work will significantly improve the contribution which this unique project will make to understanding the impact of biosecurity on biodiversity in megabiodiverse regions.

Item 4 **Travel and Other Expenses**

All expenses other than accommodation and meals at the concluding workshop are to be met by the consultant.

Item 5 **Deliverables**

At completion of the project the deliverables will be:

1. a report submitted to an international journal on the status of biodiversity in the Wallacea region of Sulawesi in Indonesia, with reference to traditional food sources and the potential for impacting on food security.

2. a more accessibly written publication, possibly with policy implications, reporting the study of the community perspective and impacts of changes to biodiversity. The publication will include an assessment of the biosecurity risks posed by commercial activities and identify possible solutions that will enable coexistence of the activities and this critical biodiversity.

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The Parties will provide 5 FTE for services to the project. The Project Leader will contribute 0.3 FTE. Ibu Hadijah at Palopo will also contribute 0.4 FTE. Up to seven field workers at research assistant and technical levels will account for 4.0 FTE. 0.3 FTE will be provided through administrative support. Major time inputs will be in the survey and data collection phase of the project, to 30 November 2017. A report will be made to the biennial meeting of the BPBI. Evaluation and analysis of data and drafting publications will continue to 31 January 2018.

Under the variation the total FTE will increase from 5 to 7. The project leader (UNSRAT) will increase her input to 0.35 FTE while the leader at UNANDA will increase her input to 0.45 FTE. An additional 1.2 FTE will be generated by field workers at research assistant and technical levels. Administrative FTE will remain as at present.

Milestones will remain as for the existing contract but the deliverables will be enhanced by the collection of additional field data and subsequent processing and publication.

Item 7 Payment Milestones

AMOUNTS ARE EXCLUSIVE OF GST and are in AUS dollars

	Milestones	Completion date	Payment Schedule \$
1	On signing	On signing	\$6,000
2	Data collection complete.*	30 September 2017	\$6,000
3	Analysis and evaluation of data. Presentation and delivery of deliverables as per Item 5 at concluding workshop.*	31 March 2018	\$8,000
Total			\$20,000
*To the satisfaction of PBCRC			

Item 8 **Payment of Fee**

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All invoices to be paid in Australian dollars

Item 9 **Project Officers**

Dr Michael Robinson
CEO

Plant Biosecurity CRC
LPO Box 5012
BRUCE ACT 2617
02 6201 2882
m.robinson@pbcrc.com.au

Item 10 **Specified Personnel**

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Head, International Division
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North Sulawesi
wiske.rosintulu@gmail.com

Ibu Hadijah
Universitas Andi Djemma
PALOPO
South Sulawesi
hadijahazis@yahoo.com

Item 11 **Notices**

PBCRC
Jane Brooks
Chief Operating Officer
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BRUCE ACT 2617
02 6201 2882
finance@pbcrc.com.au

Consultant

Dr Wiske Rosintulu
Head, International Division
Universitas Sam Ratulangi
MANADO
North Sulawesi
wiske.rosintulu@gmail.com

Item 12 **Governing Law**

Australian Capital Territory, Australia

