

PS DUE - <i>B/A</i>	TICK	DATE
POLICY ADVISOR		
MEDIA	<i>MS</i>	<i>8/9</i>
CHIEF OF STAFF		

LEGISLATIVE COUNCIL
Question On Notice

Tuesday, 15 August 2017

134. Hon Robin Chapple to the Minister for Agriculture and Food

I refer to the Kimberley Pilbara Cattlemen's Association (previously Kimberley Cattlemen's Association), and ask:

- (a) how much funding has been provided to the Kimberley Pilbara Cattlemen's Association (Association) since its inception;
- (b) what was the purpose of the funding;
- (c) will the Minister table the service agreement or any other agreements with the Association;
- (d) if no to (c), why not;
- (e) what were the expected outcomes of the service agreement, how were they measured, and were they met;
- (f) is the Association housed by the Government;
- (g) if yes to (f), how much does the Association pay in annual rent to the Government for office space;
- (h) if yes to (f), what are the terms of the rental agreement, including length of time;
- (i) does the Department for Agriculture and Food have similar arrangements of providing office space for other organisations across Western Australia;
- (j) if yes to (i), will the Minister detail these other organisations;
- (k) if no to (j), why not;
- (l) has the Government provided funding to any other organisations that provide funding to the Association;
- (m) if yes to (l), will the Minister provide details of the funding commitments; and
- (n) if no to (m), why not?

Answer

(a) \$473,785.77 including GST

(b) The purpose of this funding was to:

- Deliver the agreed services to support the Northern Beef Futures project and Western Australia's northern beef industry as identified in the service agreement; and,

- Undertake a consultancy for planning and scoping the development of truck wash-down facilities in Broome and Halls Creek.

(c) Yes

(d) Not Applicable

(e) The Kimberley Cattleman's Association's (which became known as the Kimberley Pilbara Cattlemen's Association or KPCA in 2016) service agreement with the Western Australian Agriculture Authority included deliverables related to leadership and improved industry coordination and communication to support the delivery of the Northern Beef Futures project. Funding to the KPCA was acquitted on the basis of achieving agreed deliverables and regular milestone reporting.

(f) Yes – The Kimberley Pilbara Cattleman's Association currently has a licence to occupy office space from the Western Australian Agricultural Authority.

(g) The Kimberley Pilbara Cattleman's Association pays a total of \$5,035 per annum (including GST), which includes rent of \$2,567 per annum (including GST) and outgoing costs (including a contribution for office maintenance, security, and electricity) of \$2,468 per annum (including GST).

(h) The KPCA licence to occupy commenced on 29 September 2015 and remains in place.

(i) Yes.

(j) No

(k) Other organisations with licences to occupy are unrelated to the KPCA, which is the subject of the question.

(l) The department is unaware of the Kimberley Pilbara Cattleman's Association funding arrangements outside of agreements with the department.

(m) Not Applicable

(n) Not Applicable

K.I.G
20/4/15

POSTED

IP005043

SERVICES AGREEMENT

BETWEEN

WESTERN AUSTRALIAN AGRICULTURE AUTHORITY

AND

KIMBERLEY CATTLEMAN'S ASSOCIATION INC.

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THIS AGREEMENT is made on

20th April

2015

PARTIES

1. **Western Australian Agriculture Authority** (ABN 86 611 226 341) a body corporate established under the *Biosecurity and Agriculture Management Act 2007* represented by the Chief Executive Officer of the Department of Agriculture and Food of 3 Baron-Hay Court, South Perth, Western Australia (**WAAA**)
2. **Kimberley Cattleman's Association Inc.** (ABN 66 583 934 522) Kalyeeda Station - Via Derby, Derby, Western Australia 6728 (**Collaborator**)

BACKGROUND

- A. The Northern Beef Futures (**NBF**) project is one of 14 projects under the state governments *Growing Agriculture* policy. Funding for an amount up to \$15m over four years to 30 June 2018 is being provided from the Department of Regional Development-Royalties for Regions program. The NBF project is being delivered and led by the Department of Agriculture and Food.
- B. The NBF is targeted to the communities and businesses in the Kimberley and Pilbara that are reliant on agriculture – largely pastoral beef production – as their primary source of employment and income.
- C. The NBF project is designed to be the catalyst to stimulate innovation and transformational change within the Western Australian Northern beef industry. Through a series of positive interventions and dynamic agents of change, the NBF project will challenge and alter historical 'business as usual' settings in order to 'reset' the Northern beef industry.
- D. The NBF project aims to bring about the following two key outcomes: 1. A more prosperous, sustainable and resilient Northern Beef Industry. 2. Aboriginal participation and economic development.
- E. The NBF comprises seven key activities of which 'Capacity and Leadership' is directly relevant to this agreement. The NBF business case, approved by Cabinet, included funds for the Collaborator and other groups influential in the northern beef sector for certain activities. The aim of these key activities is to ensure effective engagement by pastoralists in the conduct and implementation of the NBF, as transformational sectoral change will require 'ownership' of the project aims and outcomes.
- F. To support the delivery of that NBF project, WAAA wishes the Collaborator to provide the Services, and the Collaborator agrees to provide the Services to WAAA, on the terms set out in this Agreement.

AGREEMENTS

The Parties agree as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Agreement, the following expressions have the following meanings when they commence with a capital letter:

- 1.1.1 **Agreement** means this agreement, including any recitals, schedules and annexures, and any amendment to it agreed in writing by the Parties;
- 1.1.2 **Auditor General** means the Auditor General of the State of Western Australia;
- 1.1.3 **Business Day** means any day except a Saturday, Sunday or a public holiday in Western Australia;
- 1.1.4 **Commencement Date** means the date set out in Item 1 of the Schedule;
- 1.1.5 **Confidential Information** means information in respect of this Agreement that:
 - (a) is by its nature confidential; or
 - (b) is specified by the Collaborator or WAAA to be confidential; or
 - (c) the recipient of the Confidential Information knows or ought to know is confidential;
- 1.1.6 **Contract Material** means any material created in the course of carrying out the Services and for the purpose of the Services;
- 1.1.7 **Contract Price** means the price set out in Item 4 of the Schedule;
- 1.1.8 **Copyright Act** means the *Copyright Act 1968* (Cth);
- 1.1.9 **Corporations Act** means the *Corporations Act 2001* (Cth);
- 1.1.10 **DAFWA** means the Department of Agriculture and Food;
- 1.1.11 **Department** means the department to whom the administration of the *Biosecurity and Agriculture Management Act 2007* is for the time being committed by the Governor of Western Australia, and at commencement of this Agreement is DAFWA;
- 1.1.12 **Event of Default** means in relation to a Party the occurrence of any of the following events:
 - (a) the Party breaches an obligation under this Agreement that cannot be remedied;
 - (b) the Party breaches any other obligation under this Agreement and that breach is not remedied within 10 Business Days after the other Party gives a Notice requiring the breach to be remedied;
 - (c) a representation or warranty made by the Party under this Agreement is or becomes materially untrue or is breached;
 - (d) the Party or any of its Specified Personnel is convicted of a criminal offence that is punishable by imprisonment or detention;
 - (e) the Party or any of its officers, employees, agents, contractors or Specified Personnel is convicted of a criminal offence that relates to this Agreement;
 - (f) an Insolvency Event occurs in relation to the Collaborator;
 - (g) the Collaborator ceases to carry on the business or activities for which the Collaborator is to provide the Services under this Agreement; or
 - (h) the Collaborator ceases to be registered or incorporated under the

Corporations Act, the *Associations Incorporation Act 1987* or any other law under which it is registered or incorporated at the date of this Agreement.

1.1.13 Expiry Date means the date set out in Item 2 of the Schedule;

1.1.14 GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and, where the context permits, includes the Commissioner of Taxation's goods and services tax rulings and determinations and any other written law dealing with GST applying for the time being in Western Australia;

1.1.15 Insolvency Event means the happening of any of the following events:

- (a) an application is made to a court for an order (and is not stayed, withdrawn or dismissed within 7 days) or an order is made that a body corporate be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate (and is not stayed, withdrawn or dismissed within 7 days), or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent on terms approved by WAAA, a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) except to reconstruct or amalgamate while solvent on terms approved by WAAA, a body corporate is wound up or dissolved or resolves to wind itself up or dissolve itself or gives notice of intention to wind itself up or dissolve itself;
- (e) a body corporate is insolvent or states that it is insolvent;
- (f) as a result of the operation of section 459F(1) of the Corporations Act, a body corporate is taken to have failed to comply with a statutory demand;
- (g) a body corporate is, or makes a statement from which it may be reasonably deduced by WAAA that the body corporate is, the subject of an event described in section 459C(2) or section 585 of the Corporations Act;
- (h) a body corporate takes any step to obtain protection from its creditors or is granted such protection, under any applicable legislation, or an administrator is appointed to a body corporate;
- (i) a person becomes insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event;
- (j) a person dies, ceases to be of full legal capacity or becomes incapable of managing its own affairs for any reason; or
- (k) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

1.1.16 Intellectual Property Rights means all intellectual property rights including:

- (a) patents, copyright, moral rights, performance rights (as described in Part XIA of the Copyright Act), rights in circuit layouts, plant breeder's rights, registered designs, trade marks and the right to have confidential information kept confidential; and

- (b) any application or right to apply for registration of any of those rights;
- 1.1.17 **Minister** means the Minister of the Crown to whom the administration of the *Biosecurity and Agriculture Management Act 2007* is for the time being committed by the Governor of Western Australia;
- 1.1.18 **moral right** has the same meaning as in the Copyright Act;
- 1.1.19 **Party** means WAAA or the Collaborator or both as the context requires, and Parties means both of them;
- 1.1.20 **Personnel** means all employees, agents and subcontractors of Collaborator, and all employees or agents of subcontractors, engaged in relation to the supply of the Services;
- 1.1.21 **Pre-existing Material** means a work (as defined in the Copyright Act), a product or any other material which satisfies all of the following criteria:
 - (a) the work, product or other material was either created prior to the commencement of this Agreement or outside of the Services;
 - (b) the Intellectual Property Rights in the work, product or other material; and
 - (c) the work, product or other material is required specifically for, or in connection with, the Services or Records.
- 1.1.22 **Public Authority** has the same meaning as in the *State Supply Commission Act 1991*;
- 1.1.23 **Records** means records and information of any kind, including originals and copies of all accounts, financial statements, books, files, reports, records, correspondence, documents and other materials created for, or relating to, or used in connection with, the supply of the Services, whether or not containing Confidential Information, and however such records and information are held, stored or recorded;
- 1.1.24 **Services** means the services set out in Item 3 of the Schedule;
- 1.1.25 **Special Conditions** means the conditions set out in Item 8 of the Schedule;
- 1.1.26 **Specified Personnel** means the Personnel if any set out in Item 5 of the Schedule, subject to clause 4.4.5; and
- 1.1.27 **Term** means the period commencing on the Commencement Date and expiring on the Expiry Date.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- 1.2.3 a reference to a gender includes other genders;
- 1.2.4 a reference to a person includes a Public Authority, a public body, corporation and an incorporated or unincorporated association or body of persons;
- 1.2.5 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including a person taking by novation)

- and permitted assigns;
- 1.2.6 an agreement, representation or warranty on the part of, or in favour of, 2 or more persons binds, or is for the benefit of, them jointly and severally;
 - 1.2.7 a reference to this Agreement or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of, the Collaborator or WAAA;
 - 1.2.8 a reference to a clause, schedule, attachment or appendix is a reference to a clause in, or a schedule, attachment or appendix to, this Agreement;
 - 1.2.9 all the provisions in any schedule, attachment or appendix to this Agreement are incorporated in, and form part of, this Agreement and bind the Collaborator and WAAA;
 - 1.2.10 headings are included for convenience and do not affect the interpretation of this Agreement;
 - 1.2.11 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;
 - 1.2.12 no rule of interpretation is to be applied to disadvantage the Collaborator or WAAA on the basis that it was responsible for preparing this Agreement;
 - 1.2.13 if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;
 - 1.2.14 if the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow;
 - 1.2.15 a reference to writing includes all means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
 - 1.2.16 a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
 - 1.2.17 a reference to a month is to a calendar month and a reference to a year is to a calendar year;
 - 1.2.18 if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
 - 1.2.19 if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day; and
 - 1.2.20 a reference to a monetary amount means that amount in Australian currency.

2. ADMINISTRATION

The Collaborator acknowledges that as WAAA is governed by the Minister and therefore operates through the Department, the Department may:

- (a) exercise some or all of the rights; and
- (b) perform or discharge some or all of the obligations,

of WAAA under this Agreement on behalf of WAAA and otherwise administer this Agreement.

3. TERM

This Agreement is for the Term, unless it is terminated before the Expiry Date in accordance with clause 10.

4. SUPPLY OF SERVICES

4.1 Supply of Services

The Collaborator must supply the Services during the Term in accordance with this Agreement.

4.2 Scope and Quality of Services

The Collaborator must supply the Services in accordance with the highest standards that usually apply to the supply of the Services and with proper skill, care and diligence.

4.3 Additional Work

If, at the written request of WAAA, the Collaborator performs work that is additional to the Services, WAAA must pay the Collaborator for the additional work:

- (a) at the rate agreed between the Collaborator and WAAA; or
- (b) if no rate is agreed under clause 4.3(a) within 10 Business Days from the date of WAAA's request, at the reasonable rate determined by the Collaborator.

4.4 Specified Personnel

- 4.4.1** The Collaborator must use reasonable endeavours to ensure that all Specified Personnel are available to carry out, and do carry out, the Services.
- 4.4.2** If WAAA reasonably requires the Collaborator to remove any of the Specified Personnel from the supply of the Services, WAAA must give notice to the Collaborator naming those Specified Personnel and stating WAAA's reasons for requiring the removal of them.
- 4.4.3** If any of the Specified Personnel become unavailable to carry out the Services, the Collaborator must give notice to WAAA naming those Specified Personnel.
- 4.4.4** If either Party gives to the other a notice under clause 4.4.2 or clause 4.4.3, the Parties must promptly negotiate in good faith to seek to agree in writing on removal of the persons named in the notice from the supply of the Services and replacement of them as Specified Personnel by additional Personnel of similar skills and experience. If after such negotiation the parties do not agree on replacement personnel, this Agreement will terminate and clause 9.2 will apply.
- 4.4.5** If Specified Personnel are replaced under clause 4.4.4, references to Specified Personnel are taken to include such additional Personnel and exclude those they replace.

4.5 Collaborator's Undertakings

4.5.1 The Collaborator must:

- (a) (representation and warranties) notify WAAA if any representation or warranty made or taken to be made by or on behalf of the Collaborator in or in connection with this Agreement becomes or is found to be incorrect or misleading;
- (b) (performance of obligations) duly perform and observe its obligations arising out of or in connection with this Agreement, and promptly inform WAAA of any occurrence which might materially adversely affect its ability to do so;
- (c) (conduct of Collaborator) conduct itself efficiently and with integrity and probity, operate ethically and in accordance with good corporate governance practices;
- (d) (performance of Services) perform and carry out the Services in a proper, competent, conscientious, expeditious and professional fashion;
- (e) (compliance with directions) promptly comply with all lawful and reasonable directions and instructions given to it by WAAA;
- (f) (use of equipment) where the Collaborator provides or utilises equipment, ensure the equipment is suitable for the Services and is maintained in good and proper working order;
- (g) (no dealing) not sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights or obligations under this Agreement, or attempt to do any of those things, without the prior written consent of WAAA (which consent may be given, given subject to conditions or withheld in WAAA's absolute discretion);
- (h) (laws) comply with all laws, rules, regulations and by-laws of the Commonwealth, the State of Western Australia and the State in which the Collaborator is resident, and all laws of any country where the Services are to be performed;
- (i) (cooperation) cooperate fully with WAAA in respect of the performance of the Services and compliance by the Parties with this Agreement; and

4.6 Special Conditions

WAAA and the Collaborator agree the Special Conditions form part of the terms and conditions of this Agreement, and to the extent of any inconsistency between the Special Conditions and the rest of the Agreement, the Special Conditions will prevail.

5. PAYMENT

5.1 Contract Price

5.1.1 In consideration of the Collaborator providing the Services and subject to clause 5.2, WAAA pay the Contract Price to the Collaborator.

5.1.2 The Lead Agent will pay the Contract Price to the Collaborator in instalments, each of which is payable:

- (a) on completion of the relevant Deliverable as demonstrated by the provision of the required evidence as set out in Item 4 of Schedule 1; and
- (b) in the amount corresponding to the relevant Deliverable, as identified in Item 4 of Schedule 1.

5.1.3 Subject to clause 5.1.2, WAAA must pay the instalment of the Contract Price to the Collaborator within 30 days of being issued a tax invoice from the Collaborator.

5.2 Withholding of Payment

WAAA may withhold payment of all or a portion of the Contract Price if in the reasonable opinion of WAAA:

- (a) (poor performance) the Collaborator does not comply with clauses 4.5.1(b), 4.5.1(c) or 4.5.1(d) in providing the Services;
- (b) (event of default) an Event of Default occurs; or
- (c) (force majeure) an event of Force Majeure occurs.

5.3 Timing of Payment

For the purpose of determining the date of payment under clause 5.1.3:

- 5.3.1** if payment is by cash – payment is taken to be made immediately the cash is received by the Collaborator;
- 5.3.2** if payment is by cheque – payment is taken to be made on the date on which the cheque is received by the Collaborator, provided the cheque is subsequently honoured when first presented;
- 5.3.3** if payment is by electronic funds transfer – payment is taken to be made at the time the funds are sent electronically; or
- 5.3.4** if payment is by credit card – payment is taken to be made on the date on which WAAA signs the credit card voucher, provided WAAA promptly delivers the signed voucher and the payment is completed in cleared funds within a reasonable time thereafter.

5.4 GST and other duties, taxes and charges

5.4.1 In this clause 5.4 and in clause 5.1.3, the expressions “consideration”, “recipient”, “supply”, “tax invoice” and “taxable supply” have the meanings given to those expressions in the GST Act.

5.4.2 All sums payable, or consideration to be provided, under this Agreement are expressed exclusive of GST.

5.4.3 If GST is imposed on any supply made under this Agreement, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.

5.4.4 The amount referred to in clause 5.4.3 must be paid in addition to, and at the

same time as, payment for the taxable supply is required to be made under this Agreement.

5.4.5 If the amount of GST paid or payable by the supplier on any supply made under this Agreement differs from the amount of GST paid by the recipient, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient, as the case requires.

5.4.6 All duties, taxes and charges (other than GST) imposed or levied in Australia or overseas in connection with the supply of the Services are payable by the Collaborator.

6. COLLABORATOR'S GENERAL UNDERTAKINGS

6.1 Collaborator's General Warranties

Except where the Collaborator has otherwise disclosed in writing to WAAA, and WAAA has given its prior written consent to the matter disclosed, the Collaborator warrants in favour of WAAA that:

- (a) the Collaborator has no conflict of interest arising out of this Agreement which could have a materially adverse effect on the Collaborator's ability to supply the Services in accordance with this Agreement;
- (b) the Collaborator is properly authorised and has the power to enter into this Agreement and perform the Collaborator obligations under this Agreement;
- (c) all information provided by the Collaborator to WAAA in connection with this Agreement is true and correct;
- (d) there is no litigation or arbitration, and there are no administrative proceedings, taking place, pending or threatened against the Collaborator which could have a materially adverse effect on the Collaborator's ability to supply the Services in accordance with this Agreement;
- (e) neither the Collaborator nor any person included in the Specified Personnel has been convicted of a criminal offence that is punishable by imprisonment or detention; and
- (f) there is nothing that prevents the Collaborator from complying with any obligation under this Agreement.

6.2 General Warranties Made Continuously

The warranties made by the Collaborator under clause 6.1 are taken to be made continuously throughout the Term.

6.3 Collaborator's Undertakings

The Collaborator must:

- (a) properly provide for the care, safety, security and protection of all Records, whether created by the Collaborator or WAAA, in the custody or control of the Collaborator and all property supplied by WAAA to the Collaborator in connection with this Agreement;
- (b) promptly notify the Collaborator if any warranty under clause 6.1 is breached or becomes untrue;
- (c) always act ethically in connection with this Agreement and in accordance

- with good corporate governance practices;
- (d) comply with all State and Commonwealth laws relevant to this Agreement; and
- (e) cooperate fully with WAAA in respect of the administration of this Agreement.

6.4 The Collaborator's Expenses and Equipment

The Collaborator must:

- (a) pay all out-of-pocket expenses incurred by the Collaborator in connection with this Agreement including travel expenses, accommodation and subsistence expenses; and
- (b) provide everything necessary to enable it to fully comply with all of its obligations under this Agreement.

6.5 Personnel

The Collaborator must ensure that all Personnel:

- (a) are properly qualified and suitable for the tasks they are to do;
- (b) hold all necessary permits, licences and authorities required by law; and
- (c) act, in all circumstances and at all times, in a fit and proper manner.

7. ACCESS AND CONFIDENTIALITY

7.1 Access and Records

7.1.1 Subject to clause 7.1.3, the Collaborator must allow WAAA to have reasonable access to:

- (a) those portions of premises used or occupied by the Collaborator in connection with the Services; and
- (b) all Records in the custody or control of the Collaborator .

7.1.2 Subject to clause 7.1.3, WAAA may examine, audit, copy and use any Records in the custody or control of the Collaborator and photograph, film or otherwise record anything done by the Collaborator in supplying the Services.

7.1.3 The obligations of the Collaborator under clause 7.1.1 and the rights of WAAA under clause 7.1.2 are subject to:

- (a) any contrary legal obligations the Collaborator has including in relation to the privacy and records of other persons under the *Privacy Act 1988* (Cth) or equivalent state legislation; and
- (b) any rights of the Collaborator arising from legal professional privilege.

7.1.4 The Collaborator must keep accurate, complete and current written Records in respect of this Agreement for at least 7 years after:

- (a) final payment under this Agreement or after the expiry of the Term, whichever is later; or
- (b) termination of this Agreement, if this Agreement is terminated before the end of the Term.

7.1.5 The Collaborator must use its best endeavours to obtain any third party

consents which are required to enable WAAA to have access to Records under this clause 7.1.

7.2 Agreement Disclosure

7.2.1 WAAA may publicly disclose:

- (a) the identity of the Collaborator;
- (b) the value of this Agreement; and
- (c) a general description of the Services supplied under this Agreement.

7.2.2 The Collaborator acknowledges that:

- (a) this Agreement; and
- (b) information held or compiled by the Collaborator in relation to this Agreement or the Services supplied under this Agreement,

are subject to the *Freedom of Information Act 1992*.

7.3 Confidentiality

Subject to this clause 7.3, each Party must keep the other Party's Confidential Information confidential. A Party ("**the recipient**") that receives Confidential Information of the other Party ("**the disclosing party**") must not use or disclose to any person the disclosing Party's Confidential Information except:

- (a) where necessary for the purpose of supplying the Services; or
- (b) as authorised in writing by the disclosing Party; or
- (c) to the extent that the Confidential Information is public knowledge (other than because of a breach of this clause by the recipient); or
- (d) as required by any law, stock exchange, judicial or parliamentary body or governmental agency including, without limitation disclosure in response to parliamentary questions, ministerial inquiries and inquiries conducted by or on behalf of the Auditor-General of the State of Western Australia; or
- (e) when required (and only to the extent required) to the recipient's professional advisers, and the recipient must ensure that such professional advisers are bound by the confidentiality obligations imposed on the recipient under this clause 7.3.

7.4 Return of Confidential Information

Subject to WAAA's obligations under the *State Records Act 2000*, each Party must return all Records containing the other Party's Confidential Information immediately at the expiration or termination of this Agreement.

7.5 Publicity

Unless WAAA gives its prior written consent, the Collaborator must not:

- (a) use this Agreement or WAAA's name or logo; or
- (b) use the name or logo of the State of Western Australia or the Department; or
- (c) refer to the Collaborator's association with the State of Western Australia or the Government of Western Australia which results from this Agreement; or
- (d) make any statement concerning this Agreement, the Services or the

Contract Material

in any publication, advertisement or media release.

8. AUDITOR GENERAL

The powers and duties of the Auditor General are not limited or otherwise affected by the terms and conditions of this Agreement, and the Collaborator must allow the Auditor General, or an authorised representative of the Auditor General, to have access to and examine the Collaborator's Records concerning this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Ownership of Intellectual Property Rights in Contract Material

9.1.1 The Collaborator automatically assigns the Intellectual Property Rights in all Contract Material to WAAA upon creation.

9.1.2 WAAA hereby grants the Collaborator an irrevocable, perpetual, royalty-free, non-exclusive licence to use the Contract Material for non-commercial internal research and training purposes.

9.2 Pre-existing Material – Licence

9.2.1 Nothing in clause 9.1 affects the ownership of any Intellectual Property Rights in any Pre-existing Material.

9.2.2 The Collaborator WAAA grants, and the Collaborator must ensure that any other owner of any Intellectual Property Rights (other than moral rights) in any Pre-existing Material grants, to WAAA in writing, an irrevocable, perpetual, royalty-free, non-exclusive licence to use the Pre-existing Material to the extent the Pre-existing Material forms part of the Contract Material.

9.2.3 If the Collaborator wishes to commercialise the Pre-existing Material as part of the Contract Material, the Collaborator must first obtain WAAA's prior written permission.

10. TERMINATION

10.1 Termination

Either Party may terminate this Agreement by notice at any time after an Event of Default occurs in relation to the other Party.

10.2 Consequences of Expiration or Termination

10.2.1 The expiration or termination of this Agreement does not affect any rights, liabilities or obligations of the Collaborator or WAAA as a result of anything occurring before the expiration or termination.

10.2.2 Subject to clause 10.2.3, on the expiration or termination of this Agreement, Collaborator must as soon as practicable:

- (a) deliver to WAAA all Records as required by WAAA; and
- (b) allow WAAA to use at WAAA's sole risk and without charge for a reasonable period not exceeding 20 Business Days any property of Collaborator if required in connection with this Agreement, but WAAA must pay Collaborator for any materials or consumables used by WAAA as a result of using that property.

10.2.3 The obligations of Collaborator and the rights of WAAA under clause 10.2.2 are

subject to:

- (a) any contrary legal obligations Collaborator has, including under the *Privacy Act 1988* (Cth) or equivalent state legislation and under the *State Records Act 2000*; and
- (b) any rights of Collaborator arising from legal professional privilege.

10.2.4 Clauses 2, 6.3(a), 7, 8, 9, 10.2, 14.3, 14.4, 14.5, 14.8, 14.9 and 14.10 shall survive the termination of this Agreement.

11. REPRESENTATIVES

11.1 Appointment

Any person described as a representative of a Party in Item 7 of the Schedule may act as the representative of that Party in relation to this Agreement

11.2 Variation of representative

A Party may by notice to the other Party at any time:

- (a) vary or terminate the appointment of their representative; and
- (b) appoint any other person to act as their representative in relation to this Agreement.

12. NOTICE

12.1 Giving notices

12.1.1 Each notice or other communication given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer or solicitor of the Collaborator or WAAA (as applicable); and
- (c) must be:
 - i. hand delivered or sent by prepaid post to the address of the recipient specified in Item 6 of the Schedule; or
 - ii. sent by facsimile to the facsimile number of the recipient specified in Item 6 of the Schedule.

12.2 Receipt of notices

12.2.1 Subject to clauses 12.2.2 and 12.2.3, each notice or other communication given under this Agreement in compliance with clause 12.1 is taken to be received:

- (a) in the case of hand delivery, on the date of delivery;
- (b) in the case of post, on the 3rd Business Day after posting; and
- (c) in the case of facsimile, on the date on which the sender's facsimile machine records that the facsimile was successfully transmitted.

12.2.2 If a notice or other communication described in clause 12.2.1 is hand delivered after 5.00 pm or on a day other than a Business Day, it is taken to be received on the next Business Day.

12.2.3 If a notice or other communication described in clause 12.2.1 is sent by facsimile and the machine described in clause 12.2.1(c) records that it was successfully transmitted after 5.00 pm or on a day other than a Business Day, it

is taken to be received on the next Business Day.

13. FORCE MAJEURE

13.1 Event

13.1.1 If a Party (**Affected Party**) becomes wholly or partly unable, by any event beyond its reasonable control, including in the case of WAAA a cessation or reduction of its funding or the Department's funding, (**Force Majeure**) to carry out any obligation it has (other than to pay money) under this Agreement, the Affected Party must promptly notify the other Party of:

- (a) reasonable particulars of the Force Majeure; and
- (b) its best estimate of the extent to which the Affected Party will be unable to perform or be delayed in performing the obligation.

13.1.2 An event will not be within the reasonable control of WAAA merely because WAAA is part of the government that has the legal capacity to perform an act or omission, or influence an event, that may otherwise constitute a Force Majeure.

13.2 Effect

13.2.1 Subject to compliance with clause 13.1, the relevant obligation will, to the extent it is affected by Force Majeure, be suspended during but no longer than the term of the Force Majeure. In the case of a cessation or reduction of WAAA's funding or the Department's funding, WAAA may by notice to the Collaborator terminate this Agreement.

13.2.2 The Affected Party must use all reasonable diligence to overcome or remove the Force Majeure as quickly as possible (except in the case of a cessation or reduction of WAAA's funding or the Department's funding). The Affected Party is not required to settle any dispute creating the Force Majeure on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by legal proceedings.

13.2.3 If the Force Majeure has not ceased within 30 days after a notice was received under clause 13.1.1, the Parties must, in good faith, discuss the situation and endeavour to reach a mutually satisfactory resolution.

14. MISCELLANEOUS

14.1 No Dealing or Subcontracting

14.1.1 Unless Collaborator obtains WAAA's prior written consent, Collaborator must not:

- (a) sell, transfer, assign, novate, mortgage, charge or otherwise dispose of or deal with any of its rights or obligations under this Agreement; or
- (b) subcontract any of its rights or obligations under this Agreement.

14.1.2 Any consent given by WAAA under clause 14.1.1 to subcontract this Agreement is taken to be subject to the following terms and conditions unless otherwise stated in the consent:

- (a) Collaborator must include in any subcontract provisions consistent with clause 9 and this clause, as if references in those clauses to Collaborator referred instead to the subcontractor;
- (b) the engagement by Collaborator of a subcontractor in no way relieves Collaborator from its obligation to perform Collaborator's obligations under this Agreement; and

- (c) Collaborator must, if requested by WAAA, supply to WAAA a copy of any such subcontract, which copy may exclude commercially sensitive information but must indicate that Collaborator has complied with this clause 14.1.2

14.2 Further Assurance

WAAA and Collaborator must do everything reasonably necessary, including signing further documents, to give full effect to this Agreement.

14.3 Relationships – No Partnership

- 14.3.1** Collaborator is an independent contractor, and nothing in this Agreement may be construed to make Collaborator a partner, agent, employee or joint venturer of WAAA.
- 14.3.2** Collaborator must not represent that Collaborator or any of its Personnel are the employees, agents, partners or joint venturers of WAAA.
- 14.3.3** WAAA must not represent that WAAA or any of its employees, agents and subcontractors are the employees, agents, partners or joint venturers of Collaborator.

14.4 Rights and Remedies

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

14.5 Entire Agreement

This Agreement supersedes all prior negotiations, understandings and agreements between the Collaborator and WAAA relating to the matters covered by this Agreement and constitutes the full and complete agreement between the Collaborator and WAAA relating to the matters covered by this Agreement.

14.6 Execution

This Agreement may be executed in counterparts by the respective parties, each of which when so executed so shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged.

14.7 Variations

This Agreement may only be varied in writing executed by the Collaborator and WAAA.

14.8 Waiver

- 14.8.1** Any waiver by the Collaborator or WAAA must be in writing and signed by the Party waiving the right.
- 14.8.2** Any waiver by the Collaborator or WAAA does not affect its rights in respect of any other breach of this Agreement by the other Party.
- 14.8.3** Subject to clause 14.8.1, any failure by the Collaborator or WAAA to enforce any right under this Agreement will not be construed as a waiver of their respective rights under this Agreement.

14.9 Costs

Unless otherwise stated, each Party must pay their own legal and other costs in connection with the preparation and signing of this Agreement.

14.10 Governing Law

This Agreement is governed by the laws of the State of Western Australia. The Collaborator and WAAA irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

SCHEDULE

Item 1 Commencement Date (clause 1.1.4)

The date the last party executes this Agreement.

Item 2 Expiry date (clause 1.1.13)

30 June 2017

Item 3 Services (clause 1.1.24)

As set out in Annex 1

Item 4 Contract Price (clause 1.1.7)

Deliverable during 2014/15	Contract Price ex GST	Due Date
Leadership for Northern Beef Futures (NBF) <ul style="list-style-type: none"> • As required provide input, insights and advice into the development and execution of the NBF program as a member of the NBF Reference Group <i>Evidence – minutes of meetings</i> • Attend as required NBF planning sessions, planned communication events and NBF Reference Group meetings. Promote NBF (DAFWA) as a sponsor of KCA at all public events. <i>Evidence – minutes of meetings, media reports</i> • Discuss issues, propose solutions and assist in resolving representational and factional issues in the north to ensure positive impact on the NBF and the WA beef supply chain and industry development. <i>Evidence – minutes of meetings and/or media reports</i> • Participation on the Northern Beef Industry Round Table (convened by Committee of Northern Agriculture Ministers) in Rockhampton (May 2015). <i>Evidence – minutes of meetings and/or media reports</i> • Progress Report completed by KCA and accepted by NBF Project Manager <i>Evidence – progress report accepted by NBF Project Manager</i> 	<p style="text-align: center;">\$10,000</p> <p style="text-align: center;">\$10,000</p> <p style="text-align: center;">\$2,000</p> <p style="text-align: center;">\$4,000</p> <p style="text-align: center;">\$1,000</p>	<p style="text-align: center;">On execution of the Agreement</p> <p style="text-align: center;">On execution of the Agreement</p> <p style="text-align: center;">30 June 2015</p> <p style="text-align: center;">11 May 2015</p> <p style="text-align: center;">30 June 2015</p>
Sub total	\$27,000	
Improved Industry Coordination and Communication to support NBF <ul style="list-style-type: none"> • Establish a structure that can be responsive to information requests and interaction with NBF and DAFWA, and provide good governance in support of being the single point of contact for members. For example establish an appointed officer to be the first responder. <i>Evidence – copy of certificate of incorporation, KCA excerpts of minutes, response log</i> • KCA executive members to undertake professional 	<p style="text-align: center;">\$20,000</p> <p style="text-align: center;">\$16,000</p>	<p style="text-align: center;">On execution of the Agreement</p> <p style="text-align: center;">30 June 2015</p>

<p>development training in leadership and/or Board directorship, and/or handling media for nominated spokesperson(s).</p> <p><i>Evidence – attendance register, copies of course provider invoices</i></p> <ul style="list-style-type: none"> Assist NBF Project Manager with aggregated feedback on project performance and activities during Reference Group meetings and at least every six months during the life of the project. <p><i>Evidence – copies of feedback reports</i></p> <ul style="list-style-type: none"> Develop a formal communications plan that is in part aligned with the NBF communications plan in particular in the activities reliant on industry champions and spokespersons. <p><i>Evidence – copy of communications plan</i></p> <ul style="list-style-type: none"> Progress Report completed by KCA and accepted by NBF Project Manager <p><i>Evidence – progress report accepted by NBF Project Manager</i></p>	<p>\$5,000</p> <p>\$10,000</p> <p>\$1,000</p>	<p>30 June 2015</p> <p>30 June 2015</p> <p>30 June 2015</p>
Sub total	\$52,000	
Total 2014/15	\$79,000	

Deliverable during 2015/16	Contract Price excl GST	Due Date
<p>Leadership for Northern Beef Futures (NBF)</p> <ul style="list-style-type: none"> As required provide input, insights and advice into the development and execution of the NBF program as a member of the NBF Reference Group. <p><i>Evidence – minutes of meetings</i></p>	\$10,000	31 July 2015
<ul style="list-style-type: none"> Attend as required NBF planning sessions, planned communication events and NBF Reference Group meetings. Promote NBF (DAFWA) as a sponsor of KCA at all public events. <p><i>Evidence – minutes of meetings, media reports</i></p>	\$10,000	31 July 2015
<ul style="list-style-type: none"> Attend/convene at least 6 specific industry meetings specifically with Pilbara cattle groups, WA Beef Council and any other relevant northern groups (including Northern Australia Beef Research Council and MLA Northern Beef Industry Committee meetings), WA Farmers Federation, Pastoralists and Graziers Association, WA Livestock Feedlotters Association, and WA Live Exporters Association– to provide KCA input and update other groups about NBF progress and developments. <p><i>Evidence – minutes and/or media reports</i></p>	\$15,000 \$15,000 \$15,000	31 July 2015 30 Nov 2015 31 March 2016
<ul style="list-style-type: none"> Discuss issues, propose solutions and assist in resolving representational and factional issues in the north to ensure positive impact on the NBF and the WA beef supply chain and industry development. 	\$5,000 \$5,000	31 Oct 2015 31 Mar 2016

<ul style="list-style-type: none"> Participate in the Northern Beef Industry Round Table (convened by Committee of Northern Agriculture Ministers) in 2015/16). <i>Evidence – minutes of meetings and/or media reports</i> 	\$4,000	31 Dec 2015
<ul style="list-style-type: none"> Progress Report completed by KCA and accepted by NBF Project Manager. <i>Evidence – progress report accepted by NBF Project Manager</i> 	\$1,000	31 Dec 2015
<ul style="list-style-type: none"> Annual Report completed by KCA and accepted by NBF Project Manager following a review by NBF Project Manager and an independent person appointed by DAFWA <i>Evidence – review of report provided by independent person appointed by WAAA</i> 	\$1,000	30 June 2016
Sub total	\$81,000	
Improved Industry Coordination and Communication to support NBF		
<ul style="list-style-type: none"> KCA to implement a structure that can be responsive to information requests and engagement with NBF and DAFWA, and provide good governance in support of being the single point of contact. <i>Evidence – KCA excerpts of minutes, response log</i> 	\$20,000 \$20,000	31 July 2015 31 Dec 2015
<ul style="list-style-type: none"> KCA executive members to undertake professional development training in leadership and/or Board directorship, and/or handling media for nominated spokesperson(s). <i>Evidence – attendance register, copies of course provider invoices</i> 	\$10,000	31 December 2015
<ul style="list-style-type: none"> Investigate and pursue methods of leveraging funds and developing commercial fund sources in support of enduring self-funding. <i>Evidence – KCA minutes, funding agreements</i> 	\$10,000	31 Mar 2015
<ul style="list-style-type: none"> Assist NBF Project Manager with aggregated feedback on project performance and activities during Reference Group meetings and at least every six months during the life of the project. <i>Evidence – copies of feedback reports</i> 	\$5,000	30 June 2015
<ul style="list-style-type: none"> Convene at least two industry working groups within sector and between sectors to overcome industry development issues. <i>Evidence – minutes of meetings, media reports</i> 	\$2,500 \$2,500	31 Dec 2015 31 March 2016
<ul style="list-style-type: none"> Convene at least two meetings or forums and undertake effective communication with other groups with the region and outside the region to identify synergies for solutions to industry development issues. <i>Evidence – minutes of meetings, media reports, correspondence with groups</i> 	\$4,000	31 Dec 2015
<ul style="list-style-type: none"> Implement the formal communications plan that is in part aligned with the NBF communications plan in particular in the activities reliant on industry 	\$5,000 \$5,000	31 Dec 2015 31 Mar 2016

<p>champions and spokespersons. <i>Evidence – activity reported against communications plan</i></p> <ul style="list-style-type: none"> Progress Report completed by KCA and accepted by NBF Project Manager <i>Evidence – progress report accepted by NBF Project Manager</i> 	\$1,000	31 Dec 2015
<ul style="list-style-type: none"> Annual report completed and accepted by NBF Project Manager following a review by the NBF Project Manager and an independent person appointed by DAFWA. <i>Evidence – review of report provided by independent person appointed by WAAA</i> 	\$1,000	30 June 2016
Sub Total	\$86,000	
Total 2015/16	\$167,000	

Deliverable during 2016/17	Contract Price ex GST	Due Date
<p>Leadership for Northern Beef Futures (NBF)</p> <ul style="list-style-type: none"> As required provide input, insights and advice into the development and execution of the NBF program as a member of the NBF Reference Group. <i>Evidence – minutes of meetings</i> 	\$10,000	31 July 2016
<ul style="list-style-type: none"> Attend as required NBF planning sessions, planned communication events and NBF Reference Group meetings. Promote NBF (DAFWA) as a sponsor of KCA at all public events. <i>Evidence – minutes of meetings, media reports</i> 	\$8,000	31 July 2016
<ul style="list-style-type: none"> Attend/convene at least 4 specific industry meetings with Pilbara beef production groups, and attend Northern Australia Beef Research Council and MLA Northern Beef Industry Committee meetings), WA Beef Council and any other relevant northern groups, WA Farmers Federation, Pastoralists and Graziers Association, WA Livestock Feedlotters Association, and WA Live Exporters Association – to provide KCA input and update other groups about NBF progress and developments. <i>Evidence – minutes of meetings, media reports</i> 	\$6,000	31 Dec 2016
<ul style="list-style-type: none"> Discuss issues, propose solutions and assist in resolving representational and factional issues in the north to ensure positive impact on the NBF and the WA beef supply chain and industry development. <i>Evidence – minutes of meetings, media reports</i> 	\$2,000	31 Mar 2017
<ul style="list-style-type: none"> Participate in the Northern Beef Industry Round Table (convened by Committee of Northern Agriculture Ministers) in 2016/17. <i>Evidence – minutes of meetings, media reports</i> 	\$4,000	31 Dec 2016
<ul style="list-style-type: none"> Progress Report completed by KCA and accepted by 	\$1,000	31 Dec 2016

<p>NBF Project Manager <i>Evidence – progress report accepted by NBF Project Manager</i></p> <ul style="list-style-type: none"> Annual report completed and accepted by NBF Project Manager following a review by the NBF Project Manager and an independent person appointed by DAFWA. <i>Evidence – review of report provided by independent person appointed by WAAA</i> 	\$1,000	30 June 2017
Sub total	\$32,000	
<p>Improved Industry Coordination and Communication to support NBF</p> <ul style="list-style-type: none"> KCA to implement a structure that can be responsive to information/interaction with NBF and DAFWA, and provide good governance in support of being the single point of contact. <i>Evidence – KCA excerpts of minutes, response log</i> Assist NBF Project Manager with aggregated feedback on project performance and activities during Reference Group meetings and at least every six months during the life of the project. <i>Evidence – copies of feedback reports</i> Implement the communications plan that is in part aligned with the NBF communications plan in particular in the activities reliant on industry champions and spokespersons. <i>Evidence – activity reported against communications plan</i> Progress Report completed by KCA and accepted by NBF Project Manager <i>Evidence – progress report accepted by NBF Project Manager</i> Annual report completed and accepted by NBF Project Manager following a review by the NBF Project Manager and an independent person appointed by WAAA. <i>Evidence – review of report provided by independent person appointed by WAAA</i> 	\$10,000	31 July 2016
	\$5,000	31 July 2016
	\$5,000	30 June 2017
	\$1,000	31 Dec 2016
	\$1,000	30 June 2017
Sub Total	\$22,000	
Total 2016/17	\$54,000	
Total from execution to 30 June 2017	\$300,000	

Item 5 Specified Personnel (clause 1.1.26)
Not applicable

Item 6 Addresses for Notices and Facsimile Numbers (clause 12.1.1)

WAAA	Director, Beef Industry Development Department of Agriculture and Food Western Australia Locked Bag 4 Bentley Delivery Centre WA 6983 Fax: (08) 9474 2405
Collaborator	Chairman, Kimberley Cattleman's Association Inc Kalyeeda Station - Via Derby Derby WA 6728

Item 7 Parties' Representatives (clause 11.1)

WAAA Director, Beef Industry Development
Collaborator Chairman, Kimberley Cattleman's Association Inc.

Item 8 Special Conditions (clause 1.1.25)

1. No part of this agreement should be construed as providing funds to the Collaborator to be allocated to any activities, perceived or otherwise, as lobbying activities that the Western Australian Government may be subjected to.
2. The Collaborator must account for staff and in-kind input by the Collaborator. This should be actual daily rate paid to Collaborator's staff or \$1000 per day for member contribution to complete activities. Progress Reports should state the way staff and members time is accounted for and against specified activities. Operating expenses are to be reported separately.
3. Any unfinished activities may be carried over (along with the corresponding payment) to the next financial year by written request to vary the schedule to NBF Project Manager (WAAA). However there will be no carry over or payments after 30 June 2017.
4. WAAA may terminate this Agreement immediately by written notice to the Collaborator if less than half of the Deliverables have been achieved at any point or within the specified financial year.

Executed as an agreement.

Signed on behalf of the **Western**)
Australian Agriculture Authority by a)
duly authorised officer in the presence of:)

B. Richards
Signature of witness

BETTY RICHARDS
Name of witness (print)

[Signature]
Signature

A/EXECUTIVE DIRECTOR
Title

Signed for and on behalf of the **Kimberley**)
Cattleman's Association Inc by a duly)
authorised officer in the presence of:)

[Signature]
Witness

DAVID STORNE
Name

[Signature]
Title: CHAIR KCA

Annex 1

Services

1. LEADERSHIP FOR NORTHERN BEEF FUTURES

1.1 Services

The Collaborator will:

- provide effective industry leadership as a member of the Northern Beef Futures (NBF) Reference Group to assist planning and guidance to support the delivery of the NBF project.
- ensure its members to participate in the NBF project, support the NBF operatives, and associated consultants in implementing NBF key activities:
 1. Market and Supply Chain Development
 2. Supply Chain Maturation
 3. Investment and Capital
 4. Capacity and Leadership
 5. Mosaic Agricultural Development
 6. Industry Infrastructure Development
 7. Practice Change and Capability Development
- champion the intent and execution of the NBF in public, at industry forums and as part of the NBF communication program.
- identify and support training programs and development projects aligned to NBF outcomes and activities.
- implement strong liaison and collaboration with industry groups within Western Australia and nationally.

1.2 Expected benefits to Industry

- Ensures industry is well connected and engaged in the NBF program strengthening relevance and outcomes for pastoralists and supply chain participants.
- Improved industry confidence in NBF outputs and outcomes.

1.3 Expected benefits to DAFWA

- Fulfils NBF business case to ensure industry relevance, engagement and ownership.

1.4 Deliverables and Milestones

The Collaborator will demonstrate its completion of the Services set out in 1.1 above by:

- As required providing input, insights and advice into the development and execution of the NBF program as a member of the NBF Reference Group.
- Attending NBF planning sessions, planned communication events and NBF Reference Group meetings. Champion the intent and execution of the NBF in public, at industry forums and as part of the NBF communication program.
- Attending specific industry meetings with Pilbara beef production groups (for example De Grey LCDC), WA Beef Council, and attend Northern Australia Beef Research Council and MLA Northern Beef Industry Committee meetings, and any other relevant northern groups, WA Farmers Federation, Pastoralists and Graziers Association, WA Livestock Feedlotters Association, and WA Live Exporters Association – to provide Collaborator input and update other groups about NBF progress and developments.

- Discussing issues, propose solutions and assist in resolving representational and factional issues in the north to ensure positive impact for the NBF and the WA beef supply chain and industry development.
- Participating in the Northern Beef Industry Round Table (convened by Committee of Northern Agriculture Ministers).

2. IMPROVED INDUSTRY COORDINATION AND COMMUNICATION TO SUPPORT NBF

The Collaborator will:

- Act as a single point of contact for the NBF and DAFWA for Collaborator members, and other stakeholders where appropriate with an interest in growing the northern WA cattle industry.
- Capably and positively represent the industry in the Kimberley and Pilbara to the wider community as a group intent on continuous improvement in the development of the beef industry including live exports and boxed beef value chains.
- Investigate and develop strategies to identify sustainable and self-funded models for a future effective leadership group that can interact with industry and governments alike with a whole of industry (value chain approach) for the betterment of the northern beef industry.
- Provide aggregated feedback to the NBF Project Manager on the conduct and direction of the project.
- Coordinate and provide linkages to the many and varied enterprises, groups and organisations, and supply chain providers and stakeholders in the pastoral industry for improved communication and extension of NBF activities findings and outcomes.
- Provide proactive profiling and promotion of the industry through innovative methods including media. This to include providing spokespersons to support the NBF communications activities and coordinating media and promotional filming or pictorial requests (for example media/NBF requests for filming/photography of members and properties).
- Undertake media training and other professional development activities to underpin the Association's operations and strengthen the impact of communications.
- Develop strong working relationships with all stakeholders through the development of a formal communications plan, regular and effective communications and engagement in the NBF communications plan.

2.1 Expected benefits to Industry

- Greater balance in media responses to issues.
- A more positive and confident industry that collaborates across sectors to enable the development of solutions to industry issues.
- Supports industry change as promoted by NBF and builds industry resilience.
- Industry self-funded and self-directed models can enable fund leveraging for further research and development activities specific to the northern WA beef industry.

2.2 Expected benefits to DAFWA

- Supports beef industry transformation as espoused in the NBF and provides a clear conduit to improve sectoral communications and awareness of ways of implementing new business models.

2.3 Deliverables and Milestones

The Collaborator will demonstrate its completion of the Services set out in 2.1 above by:

- developing a structure that can be responsive to information/interaction with NBF and DAFWA, in support of being the single point of contact for members and NBF operatives and associated consultants. For example establish an appointed officer to be the first responder.
- ensuring its executive members to undertake professional development training in leadership and/or Board directorship, and/or handling media for nominated spokesperson(s).
- investigating and pursuing methods of leveraging funds and developing commercial fund sources in support of enduring self-funding.
- assisting NBF Project Manager with aggregated feedback on project performance and activities during Reference Group meetings and at least every six months during the life of the project.
- convening industry working groups within sector and between sectors to overcome industry development issues.
- convening meetings and undertake effective communication with other groups with the region and outside the region to provide forums to identify synergies for solutions to industry development issues.
- developing a formal communications plan that is in part aligned with the NBF communications plan in particular in the activities reliant on industry champions and spokespersons.