

Alliance Agreement

AGL Energy Limited

AGL

Australia Pacific LNG Pty Limited

APLNG

Commonwealth Scientific and Industrial Research Organisation

CSIRO

Origin Energy Resources Limited

Origin

Santos Limited

Santos

QGC Pty Limited

QGC

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Alliance Agreement dated

4 January

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Parties

Australia Pacific LNG Pty Limited ABN 68 001 646 331 (APLNG)

AGL Energy Limited ABN 74 115 061 375 (AGL)

Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230 (CSIRO)

Origin Energy Resources Limited ABN 66 007 845 338 (Origin)

Santos Limited ABN 80 007 550 923 (Santos)

QGC Pty Limited ABN 11 089 642 553 (QGC)

Recitals

- A. CSIRO is Australia's national science agency and is well regarded as a thought leader in Australia. CSIRO has significant experience in applied research into industry challenges.
- B. In 2011, Australia Pacific LNG Limited (**APLNG**) and CSIRO formed the initial Gas Industry Social and Environmental Research Alliance (**Initial GISERA**) to work together to address social and environmental impacts and opportunities of CSG-LNG projects in Queensland. In 2014, QGC Pty Limited (**QGC**) joined Initial GISERA.
- C. APLNG, AGL, CSIRO, Origin, Santos and QGC now wish to form a new national GISERA (**National GISERA**) that focuses initially on the social and environmental impacts and opportunities as they relate to New South Wales, Queensland and the Northern Territory. The parties intend that research will be expanded to include other regions in Australia.
- D. The Commonwealth Department of Industry and Science and the New South Wales Department of Trade and Investment have each contributed by way of grants to CSIRO \$1.5 million to the formation of a National GISERA.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this agreement:

Account means a bank account operated by CSIRO for holding cash payments to the Alliance (including Cash Contributions by a party) until they are drawn down in accordance with the Approved Annual Research Program and Budget or otherwise in accordance with this agreement.

Additional Disclosee of a party means:

- (a) an employee, secondee, agent, officer, director, advisor or contractor of that party or of a Related Entity of that party;
- (b) an actual or potential partner, joint venturer, financier or insurer of that party or of a Related Entity of that party; or

(c) an advisor of a person mentioned in paragraph (b) of this definition.

Administrative Costs means the administrative costs (including overheads and on-costs) of the Alliance, including a portion of the costs of employing the GISERA Director and Deputy GISERA Director (including salary, overheads, travel expenses and on-costs) proportionate to the GISERA Director and GISERA Deputy Director's time commitment to the Alliance.

Administrative Costs Budget means the annual Administrative Costs Budget established by the National Research Management Committee in accordance with clause 3.6(e).

Alliance means the alliance between the parties formed by this agreement and having the Alliance Objectives.

Alliance Activities means the activities performed by the parties in connection with the Alliance.

Alliance Member means each of the parties to this agreement.

Alliance Objectives means the objectives set out in clause 2.2.

Alliance Principles means the principles set out in Schedule 4.

Alliance Term means the period from the Commencement Date until the earlier of 30 June 2018 and the date this agreement is terminated in accordance with clause 20.1 or 21(c).

Annual Research Program and Budget means an annual plan prepared in accordance with clause 8.1 and containing the information in clause 8.2.

Approved Annual Research Program and Budget means an Annual Research Program and Budget that has been approved in accordance with the process set out in clause 8.3.

Approved Research Project means a Research Project approved by a Regional Research Advisory Committee in accordance with clause 9.1.

Authorisation means any licence, consent, approval, permit, registration, accreditation, certification or other authorisation given or issued by any Regulatory Authority or any other person.

Background IP means any Intellectual Property created independently of an Approved Research Project that is contributed to an Approved Research Project by a party (including any Intellectual Property owned by Subcontractors, Students or other third parties which is contributed by a party) in accordance with this agreement, and includes the Background IP specified in a Project Order.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney.

Cash Contribution means a cash contribution of a party given to enable the carrying out of Alliance Objectives.

Claim means a demand, claim, action, proceeding, suit or prosecution made or brought by a person, however arising and whether present, unascertained, immediate, future or contingent.

Commencement Date means the date of this agreement.

Commercialisation Expenses means costs and expenses directly incurred by the Commercialising Party to the extent associated with or related to:

- (a) registering, maintaining, protecting and defending Research Project IP; or
- (b) deriving Commercialisation Income (for example, product development costs, legal costs, and marketing costs, and any amounts paid to the other party under clause 13.3),

excluding operating costs and other overhead costs which are a necessary part of carrying on business (for example, the costs of leasing premises and staff salary costs) and which are only indirectly connected with deriving Commercialisation Income. Where the costs and expenses referred to in the preceding sentence are capital costs and expenses which are reasonably capable of being amortised, then the parties will treat the costs and expenses as having been incurred on a straight line basis over 3 years.

Commercialisation Income means any:

- (a) real or personal property;
- (b) money, loan, office, place, benefit, or advantage whatsoever;
- (c) commission, rebate, bonus, discount or payment in excess of actual value of goods or services;
- (d) forbearance to demand any moneys or moneys' worth or valuable thing; or
- (e) detriment, loss or responsibility given, suffered or taken by a third party,

accepted or received by the Commercialising Party in respect of Commercialisation of Research Project IP. For clarity, any fees or monies received by a party in respect of any exercise of Intellectual Property for a purpose set out in clause 12.4 is not Commercialisation Income.

Commercialisation Interest means, in relation to a party and an Approved Research Project, that party's commercialisation interest specified in the relevant Project Order.

Commercialise, in relation to Intellectual Property, means to:

- (a) manufacture, sell, hire, Transfer or otherwise exploit a product or process, or to provide a service, incorporating or using the Intellectual Property; or
- (b) to licence any third party to do any of the things specified in paragraph (a) of this definition,

but excludes any exercise of Intellectual Property under a licence granted under clause 12.4, or exercise of Intellectual Property owned by a party for a purpose set out in clause 12.4.

Commercialising Party means a party Commercialising Research Project IP in accordance with clause 13.1.

Communications Protocol means the communications protocol attached to this agreement at Schedule 8, or as varied in writing by the parties from time to time.

Confidential Information means, subject to clauses 15.6, 15.7 and 15.8, information of or provided by the Discloser to the Receiving Party that is by its nature confidential information, is designated by the Discloser as confidential, or the Receiving Party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge. For clarity, clauses 15.6, 15.7 and 15.8 specify that certain information is the Confidential Information of one or more of the parties, the effect of which is to make the specified party or parties the Discloser in respect of that information.

Consequential Damages means special, incidental, indirect, exemplary, punitive or consequential damages, including loss of revenue, loss of profits, loss of production, loss of data, loss of goodwill or credit, loss of reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating, loss or denial of opportunity, loss of anticipated savings, or increased or wasted overhead costs to the extent each is special, incidental, indirect, exemplary, punitive or consequential damages.

Contribution means all Cash Contributions and In-kind Contributions a party makes to the Alliance, and includes any Background IP made available by a party to the Alliance or to an Approved Research Project.

Deliverable means any deliverable created or required to be created in the course of an Approved Research Project, including the deliverables specified in the Project Order for the Approved Research Project.

Derivative IP means Research Project IP that is based on, or developed by use of, Background IP specified in a Project Order to be contributed to an Approved Research Project.

Discloser means the party providing or disclosing Confidential Information.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, and whether legal or equitable.

Event of Insolvency means:

- (a) a controller (as defined in section 9 of the Corporations Act 2001 (Cth)), administrator or similar officer is appointed in respect of a person or any asset of a person;
- (b) a liquidator or provisional liquidator is appointed in respect of a person;
- (c) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, an order is made, a meeting is convened or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraph (a) or (b) of this definition;
 - (ii) winding up or deregistering a person; or
 - (iii) proposing or implementing a scheme of arrangement, other than with the prior approval of the other party under a solvent scheme of arrangement pursuant to Part 5.1 of the Corporations Act 2001 (Cth);
- (d) any application (not withdrawn or dismissed within 7 days) is made to a court for an order, a meeting is convened or, a resolution is passed for the purpose of implementing or agreeing:
 - (i) a moratorium of any debts of a person;
 - (ii) any other assignment, composition or arrangement (formal or informal) with a person's creditors; or
 - (iii) any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee,

or any agreement or other arrangement of the type referred to in this paragraph (d) is ordered, declared or agreed to;

- (e) as a result of the operation of section 459F(1) of the Corporations Act 2001 (Cth), a person is taken to have failed to comply with a statutory demand (as defined in the Corporations Act 2001 (Cth));
- (f) any writ of execution, garnishee order, mareva injunction or similar order, attachment or other process is made, levied or issued against or in relation to any material asset of a person;
- (g) anything analogous to anything referred to in paragraphs (a) to (f) (inclusive) of this definition, or which has a substantially similar effect, occurs with respect to a person under any law; or
- (h) a person is, or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts.

Executive in relation to a party, means the person specified as such in Schedule 1, or any other person notified by the party to the other party as its Executive.

Financial Year means a period of 12 months commencing 1 July and ending 30 June (or where the context necessitates a part of such period) during the Alliance Term.

GISERA Director means the person appointed under clause 5.1 from time to time.

GISERA Deputy Director means the person appointed under clause 5.1 from time to time.

Government Disclosee has the meaning given in clause 15.1(e).

In-kind Contribution means a non-cash contribution of a party given to enable the carrying out of Alliance Objectives.

Industry Party means an Alliance Member other than CSIRO.

Initial Alliance Agreement means the agreement between CSIRO, APLNG and QGC dated 13 March 2014, which is being superseded by this agreement in accordance with clause 2.16.

Initial Alliance Termination Date has the meaning given to that term in clause 2.16(a).

Intellectual Property means all present and future rights in relation to copyright, trade marks, designs, patents, trade, business or company names, or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this agreement, and whether existing in Australia or otherwise.

Loss means all penalties, judgments, damages, losses, costs (including legal costs on an indemnity basis), expenses or liabilities, including those arising out of the terms of any settlement, whether present, unascertained, threatened, immediate, future or contingent and whether based in contract, tort, equity, statute or otherwise.

Milestone means a milestone set out in a Project Order.

Moral Rights means the moral rights granted under the Copyright Act 1968 (Cth), and any similar rights existing under foreign laws.

National Research Management Committee means the committee for managing the Alliance, formed in accordance with clause 3.1.

National Research Management Committee Multiplication Factor means the factor determined in accordance with the table in Schedule 2.

NRMC Representative means any member of the National Research Management Committee appointed by a party to this agreement to represent that party.

NRMC Independent Representative means the independent representative appointed by the parties as a member of the National Research Management Committee. For clarity, the NRMC Independent Representative must not be affiliated with an Alliance Member.

Non-Derivative IP means Research Project IP that is not Derivative IP. For clarity, Non-Derivative IP includes Research Project IP that is based on, or developed by use of, Background IP not specified in a Project Order to be contributed to an Approved Research Project.

Owner has the meaning given in clause 12.4.

Personnel of a party means that party's directors, officers, employees and agents.

Progress Report means the report prepared in accordance with clause 10.2.

Project Budget means the budget for each Approved Research Project specified in the Project Order for the Approved Research Project.

Project Order means a document substantially in the form of Schedule 5 that includes all details for an Approved Research Project, including the objectives, Deliverables, Milestones, the Owner of Non-Derivative IP and the parties' Commercialisation Interests.

Project Results means, for an Approved Research Project:

- (a) the Deliverables;
- (b) information developed in the course of carrying out the Approved Research Project; and
- (c) Research Project IP.

Quarter means a 3 month period ending on 31 March, 30 June, 30 September or 31 December (or where the context necessitates a part of such period) during the Alliance Term.

Receiving Party means the party who receives Confidential Information from the Discloser.

Regional Research Advisory Committee means a committee formed in accordance with clause 4.1.

Region means a geographic region within Australia sharing common research priorities on social and environmental impacts and opportunities in relation to unconventional gas projects.

Regulatory Authority means:

- (a) any government or local authority and any department, minister or agency of any government; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.

Related Entity of an entity means:

- (a) another entity which is related to the first entity within the meaning of section 50 of the Corporations Act 2001 (Cth); and
- (b) any economic entity (as defined in any approved accounting standard) which contains the first entity;

Research Project means a discrete, time bounded research activity to be carried out by one or more of the parties that is included in an Approved Annual Research Program and Budget.

Research Project Guidelines means the guidelines contains in Schedule 3.

Research Project IP means any Intellectual Property created, discovered or coming into existence as a result of the carrying out of an Approved Research Project, including Intellectual Property in the Deliverables, but excluding any Background IP.

Research Subcontract means an agreement between a party and a Subcontractor for the Subcontractor to perform some or all of a party's obligations in relation to an Approved Research Project.

RRAC Representative means any member of the Regional Research Advisory Committee appointed by a party to this agreement to represent that party

RRAC Independent Representative means the independent representative appointed by the parties as a member of a Regional Research Advisory Committee. For clarity, the RRAC Independent Representative must not be affiliated with an Alliance Member

Rules means, in relation to a party, the constitution, enacting legislation or any other form of provisions or policy statements governing that party.

Student means a student enrolled at a tertiary institution and engaged as either a full time or part time student.

Subcontractor means a person (other than a party) engaged by a party to perform part or all of an Approved Research Project.

Technical Reference Group means the group established for each Approved Research Project in accordance with clause 9.10.

Third Party Contribution means a cash grant provided to CSIRO for the purposes of the Alliance by a third party that is not an Alliance Member.

Trade Marks, in relation to a party, means the names, logos, brands, service marks, trade marks and other proprietary words or symbols used or owned by the party or its Related Entities from time to time.

Transfer means to assign, transfer or otherwise dispose of any legal or equitable interest, either in whole or part, whether by sale, lease, declaration or creation of a trust or otherwise.

1.2 Interpretation

In this agreement:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them severally and not jointly nor jointly and severally;

- (c) **"person"** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **"includes"** in any form is not a word of limitation; and
- (k) a reference to "\$" or **"dollar"** is to Australian currency.

1.3 Licences granted under this agreement

Except to the extent that this agreement expressly provides otherwise, any licence that a party grants to the other party under this agreement is a perpetual, worldwide, non-transferable, non-exclusive, royalty-free licence and includes the right to sublicense.

2. Alliance creation

2.1 Participation

Each party will perform and participate in the Alliance upon and subject to the terms of this agreement.

2.2 Alliance Objectives

Each party enters this agreement for the purposes of:

- (a) carrying out research and improving and extending knowledge of social and environmental impacts and opportunities of unconventional gas projects (**Projects**) for the benefit of the industry involved in Projects (**Gas Industry**), the relevant community and the broader public; and
- (b) informing government, regulators and policy-makers on key issues regarding policy and legislative framework for the Gas Industry.

2.3 Implementation

The Alliance Objectives will be achieved through Approved Research Projects carried out by the parties in accordance with this agreement (including clause 9).

2.4 Alliance Period and Option to Extend

- (a) The Alliance continues for the Alliance Term.
- (b) The parties may extend the Alliance Term by a further 3 years by agreeing in writing to extend the term at least 60 days prior to the expiry of the Alliance Term.

2.5 Name of Alliance

The name of the Alliance is the 'National Gas Industry Social and Environmental Research Alliance', which will be known as 'National GISERA'.

2.6 No use of other party's Trade Marks

A party must not use another party's Trade Marks without the prior written consent of the other party, unless otherwise permitted by this agreement.

2.7 Relationship

- (a) Each party acts in the capacity of an independent contractor in the performance of this agreement (including under any Project Order) or any liability under this agreement.
- (b) This agreement does not create any express or implied relationship between the parties of employment, principal and agent, joint venture, partnership or unincorporated association.

2.8 Good faith but not as fiduciaries

- (a) Subject to clause 2.8(b), each party agrees to act in good faith towards the other parties in dealings contemplated by this agreement, including:
 - (i) being just and faithful in all activities and dealings with the other parties; and
 - (ii) attending diligently to the conduct of all Alliance Activities in which the party is involved.
- (b) Clause 2.8(a) does not create any fiduciary rights or obligations at law between the parties and does not restrict a party from acting in its own best commercial interests, which may be contrary to the commercial interests of the other parties to this agreement.

2.9 Contractual freedom

This agreement does not prohibit any party from executing any agreement with any third party or another party to this agreement, relating to any business activity, alliance, project or joint venture, whether in the nature of or similar to the Alliance Activities, as decided by that party, subject to compliance with any liability of that party under any other provision of this agreement.

2.10 Scientific knowledge and skills

The general knowledge and skills that a party's Personnel will use to carry out an Approved Research Project may be further developed while performing the Approved Research Project. The parties and their Personnel are free to use such knowledge and skill in the future either alone or with third parties provided that in so doing they do not disclose any Confidential Information or infringe Intellectual Property of the other parties except as permitted under this agreement.

2.11 Annual reviews

The parties agree to meet annually to review the benefits and effectiveness of the Alliance in meeting the Alliance Objectives.

2.12 Rules

Nothing in this agreement requires a party to operate outside its Rules.

2.13 Alliance Principles

The parties acknowledge the Alliance Principles and agree to behave in a manner consistent with the Alliance Principles while conducting Alliance Activities.

2.14 Additional Alliance participants

- (a) The Alliance Members may, from time to time, by unanimous decision of the National Research Management Committee, decide to admit another party to the Alliance (**New Party**).
- (b) Before admission to the Alliance, the New Party must sign a deed, substantially in the form of the Deed of Accession template attached at Schedule 7, to confirm and agree to be bound by the provisions of this agreement, as if the New Party was a signatory to this Agreement.
- (c) If required at the time, the parties to this Agreement will agree in writing on any amendments to this Agreement necessary or desirable to give effect to the admission of the New Party.

2.15 Regions

- (a) Alliance Activities will be conducted by the parties in discrete, geographically defined Regions.
- (b) The GISERA Director, in consultation with, and agreement by, the parties, may create additional Regions at any time. The Regions, as at the Commencement Date, are listed in Item 4 of Schedule 1.
- (c) Each Industry Party may, by informing the GISERA Director in writing, elect to participate in Alliance Activities in one or more Regions. An Industry Party is not obliged to participate in Alliance Activities in more than one Region.

2.16 Initial Alliance Agreement

- (a) This agreement supersedes the Initial Alliance Agreement, and the Initial Alliance Agreement will be terminated for convenience under clause 21.2 of the Initial Alliance Agreement on the Commencement Date of this agreement (**Initial Alliance Termination Date**) and clause 9.2 of this agreement applies in respect of any Approved Research Projects (that are approved and undertaken in accordance

with the Initial Alliance Agreement) which are not complete at the Initial Alliance Termination Date.

- (b) The parties agree that to the extent possible, any rights or obligations accrued to APLNG, CSIRO or QGC under the Initial Alliance Agreement prior to the Initial Alliance Termination Date, will survive termination of the Initial Alliance Agreement and continue under this agreement.
- (c) All cash contributions paid or committed to be paid by APLNG and QGC under the Initial Alliance Agreement will be deemed to be Cash Contributions and applied by the GISERA Director to the Queensland Region and expended in accordance with an Approved Annual Research Plan and Budget for the Queensland Region. For the avoidance of doubt, Cash Contributions made under the Initial Alliance Agreement may only be applied to the Queensland Region.

3. National Research Management Committee

3.1 Formation

- (a) The parties will create and maintain a National Research Management Committee to control and manage the Alliance Activities.
- (b) The parties acknowledge that a primary objective of the composition of the National Research Management Committee is to ensure the independence and integrity of the Regional Research Advisory Committees.

3.2 Representative appointment

- (a) The National Research Management Committee will comprise:
 - (i) one NRMC Representative appointed by each Industry Party;
 - (ii) three NRMC Representatives appointed by CSIRO; and
 - (iii) one NRMC Independent Representative jointly appointed by the parties.
- (c) Each party may terminate the appointment of that party's NRMC Representative and, in the case of that termination, retirement or death of that party's NRMC Representative, appoint a replacement NRMC Representative.
- (d) If the NRMC Independent Representative retires, resigns, or is removed from the position by decision of the National Research Management Committee, the parties will collectively appoint a replacement Independent Representative.
- (f) The NRMC Representatives and NRMC Independent Representative as at the Commencement Date are specified in Schedule 1.

3.3 GISERA Director to Chair

The GISERA Director will attend meetings of the National Research Management Committee as the chairperson. The GISERA Director will not have the power to vote at meetings, but will participate in discussions.

3.4 Alternate representatives

Each NRMC Representative may appoint an alternate NRMC Representative.

3.5 Authority of National Research Management Committee

The parties acknowledge and agree that:

- (a) the overall strategic management and control of the Alliance and Alliance Activities will vest in the National Research Management Committee;
- (b) the GISERA Director must comply with any reasonable instruction given to him or her by the National Research Management Committee; and
- (c) the NRMC Representatives may vote in the best interests of their appointing party.

3.6 Functions of the National Research Management Committee

Without limiting clause 3.5(a), the functions of the National Research Management Committee include to:

- (a) establish the strategic priorities of the Alliance and prioritise research topics;
- (b) provide instructions and directions to the GISERA Director;
- (c) establish policies and guidelines for the Alliance, as required;
- (d) consider and approve Commercialisation opportunities identified by a party or a Regional Research Advisory Committee (including appropriate steps to be taken prior to Commercialisation);
- (e) establish and approve an annual Administrative Costs budget, including the allocation of Administrative Costs between the Regions;
- (f) review each Annual Research Program and Budget recommended by a Regional Research Advisory Committee and, if satisfied, approve the Annual Research Program and Budget;
- (g) review the performance of the Regional Research Advisory Committees;
- (h) report to the parties at least annually on the Alliance Activities;
- (i) review the records and accounts of the parties which are to be maintained according to clause 10;
- (j) approve publications under clause 16.3;
- (k) ensure appropriate operating arrangements are in place to achieve effective and efficient delivery of the strategic priorities of the Alliance; and
- (l) carry out such other functions as are identified in this agreement as a function of the National Research Management Committee, or as may be determined by the parties from time to time to be a function of the National Research Management Committee.

3.7 Decision making

- (a) All decisions of the National Research Management Committee will be determined by a simple majority vote of the National Research Management Committee, except for a decision to admit a new party to the Alliance, which requires an unanimous decision in accordance with clause 2.14.

- (b) Subject to clause 3.8, all decisions of the National Research Management Committee bind the parties. Each party agrees to give effect to those decisions.

3.8 Limitation on powers

The National Research Management Committee does not have power to:

- (a) make any decision reserved to the parties elsewhere in this agreement or in relation to:
 - (i) any amendment to, or termination of, this agreement; or
 - (ii) any increase or reduction in a party's Contribution;
- (b) bind the parties to transactions between each other (except as expressly contemplated by this agreement); or
- (c) bind the parties to transactions with third parties.

3.9 Voting

- (a) Each NRMCM Representative and the Independent NRMCM Representative are entitled to cast one deliberative vote at any meeting of the National Research Management Committee.
- (b) To maintain CSIRO's independence, the total number of votes that the CSIRO appointed NRMCM Representatives hold collectively must always be equal to the total sum of the votes held by the Industry Party appointed NRMCM Representatives. Each vote by an NRMCM Representative appointed by an Industry Party will be multiplied by the relevant National Research Management Committee Multiplication Factor.
- (c) The NRMCM Independent Representative has a casting vote in addition to his or her deliberative vote.

3.10 Meetings

- (a) The National Research Management Committee will meet at least 4 times in any Financial Year.
- (b) Any additional meeting of the National Research Management Committee must be convened following any written request of a party made to the chairperson of the National Research Management Committee.
- (c) Meetings of the National Research Management Committee will be held at a venue and on a date and time, agreed by the NRMCM Representatives.
- (d) A meeting of the National Research Management Committee may be conducted by written resolution, telephone conference, video conference or any similar means of audio or audio-visual communication.
- (e) The GISERA Director must give prior written notice of any meeting of the National Research Management Committee, together with an agenda, at least 10 Business Days before that meeting, except where otherwise agreed by all NRMCM Representatives.

- (f) The agenda for any meeting of the National Research Management Committee must be decided by the GISERA Director, or in the case of a meeting convened at the request of a party, by that party.
- (g) The National Research Management Committee must not pass any resolution at any meeting where notice of that resolution has not been given in the prior agenda for that meeting, unless otherwise agreed by all NRMCM Representatives.
- (h) An NRMCM Representative may invite experts and advisors to attend any meeting of the National Research Management Committee, upon providing reasonable prior notice to the National Research Management Committee.

3.11 Quorum

All NRMCM Representatives and the Independent NRMCM Representative must be in attendance, in person or by alternate, to create a quorum for a meeting of the National Research Management Committee.

3.12 Expenses

Each party will pay its own appointed NRMCM Representatives' expenses (including travel and accommodation expenses) incurred in attending meetings and carrying out their functions in relation to the National Research Management Committee. The NRMCM Independent Representative will be responsible for paying his or her own expenses in relation to the National Research Management Committee.

4. Regional Research Advisory Committees

4.1 Formation

- (a) The parties will create and maintain a Regional Research Advisory Committee for each Region to perform the role in clause 4.3.

4.2 Membership

- (a) As further illustrated in Schedule 2, each Regional Research Advisory Committee will comprise:
 - (i) one RRAC Representative appointed by each Industry Party that has elected, in accordance with clause 2.15(c), to participate in that Region.
 - (ii) RRAC Representatives appointed by CSIRO so that the number of RRAC Representatives appointed by CSIRO is equal to the total number of RRAC Representatives appointed by Industry Parties; and
 - (iii) RRAC Independent Representatives appointed by the National Research Management Committee, so that at all times, the total number of Alliance Member RRAC Representatives will not exceed half of the total membership of each Regional Research Advisory Committee.

4.3 Role

The role of each Regional Research Advisory Committee is to, in respect of the Region which that Regional Research Advisory Committee represents:

- (a) approve Research Project proposals;

- (b) prepare an Annual Research Program and Budget, including the allocation of Administrative Costs in accordance with the Administrative Costs Budget, each year with the GISERA Director;
- (c) prioritise research into topics as requested by the National Research Management Committee;
- (d) report to the National Research Management Committee on the performance and outcomes of Approved Research Projects, including performance against schedule, cost, accounts, resources, results and projections;
- (e) advise the National Research Management Committee on science direction and gaps;
- (f) advise the National Research Management Committee on technical issues;
- (g) advise the National Research Management Committee on Commercialisation opportunities in relation to Research Project IP;
- (h) carry out such other functions as are identified in this agreement as a function of the Regional Research Advisory Committees, or determined by the National Research Management Committee from time to time to be a function of the Regional Research Advisory Committees.

4.4 GISERA Director to Chair

The GISERA Director will attend meetings of each Regional Research Advisory Committee as the Chairperson. The GISERA Director will not have the power to vote at meetings, but will participate in discussions.

4.5 Decision making

- (a) All decisions of a Regional Research Advisory Committee will be determined by a simple majority vote.
- (b) Each RRAC Representative and Independent RRAC Representative will have one deliberative vote on a Regional Research Advisory Committee.

4.6 Meetings

- (a) Each Regional Research Advisory Committee will meet at least 4 times in any Financial Year such meeting to be scheduled at least 1 month prior to the next National Research Management Committee meeting.
- (b) Meetings of each Regional Research Advisory Committee will be held at such times and place as the parties agree and its meetings and business will be conducted in accordance with such procedural rules as each Regional Research Advisory Committee may determine from time to time.

4.7 Quorum

All RRAC Representatives and Independent RRAC Representatives must be in attendance, in person or by alternate, to create a quorum for a meeting of a Regional Research Advisory Committee.

4.8 Expenses

Each party will pay its own representatives' expenses (including travel and accommodation expenses) incurred in attending meetings and carrying out their functions in relation to a Regional Research Advisory Committee. The RRAC Independent Representatives will each be responsible for paying their own expenses in relation to a Regional Research Advisory Committee.

5. GISERA Director and Deputy Director

5.1 Appointment

- (a) The GISERA Director and GISERA Deputy Director will at all times be employees of CSIRO.
- (b) The appointment of the GISERA Director and GISERA Deputy Director is subject to the prior approval of the National Research Management Committee. CSIRO will work with the National Research Management Committee to identify a person with the necessary skills, experience and qualifications, suitable to all parties to fulfil the role of both GISERA Director and GISERA Deputy Director. Any Party may nominate suitable candidates to fulfil the roles of GISERA Director and GISERA Deputy Director.
- (c) Notwithstanding that Administrative Costs may be shared between the parties, CSIRO will be responsible for ensuring that the GISERA Directors and GISERA Deputy Director's remuneration entitlements are paid to the GISERA Director and GISERA Deputy Director, including superannuation, annual leave, sick leave and other leave and employee entitlements as required by law or the relevant agreement between CSIRO and the GISERA Director and GISERA Deputy Director.

5.2 GISERA Director and Deputy Director to report to National Research Management Committee

CSIRO must ensure that the GISERA Director and GISERA Deputy Director carry out the reasonable directions of, and report to, the National Research Management Committee.

5.3 Role

- (a) The role of the GISERA Director will include:
 - (i) responsibility for the day-to-day management of the Alliance (subject to the overall control of the National Research Management Committee);
 - (ii) assisting each Regional Research Advisory Committee in the preparation of the Annual Research Program and Budget;
 - (iii) reviewing and overseeing Approved Research Projects and the implementation of the Approved Annual Research Program and Budget for each Region;
 - (iv) assisting each Regional Research Advisory Committee to set priorities among Approved Research Projects;
 - (v) otherwise carrying out the functions of the GISERA Director as identified in this agreement or determined by the National Research Management Committee from time to time to be functions of the GISERA Director.

- (b) To enable the GISERA Director to carry out his or her role, CSIRO will use reasonable endeavours to ensure that the GISERA Director:
 - (i) attends and chairs meetings of each Regional Research Advisory Committee;
 - (ii) attends and chairs meetings of the National Research Management Committee;
 - (iii) receives adequate administrative support to perform his or her role; and
 - (iv) otherwise is able to perform the role of GISERA Director under this agreement.
- (c) The role of the GISERA Deputy Director is to assist the GISERA Director in all matters associated with the GISERA Director position. Where the GISERA Director is temporarily unavailable to perform his or her role, the GISERA Deputy Director will perform the role of the GISERA Director.
- (d) CSIRO will ensure that the GISERA Director has appropriate delegations of authority to perform his or her role.
- (e) The other parties will provide reasonable assistance to the GISERA Director and GISERA Deputy Director to enable the GISERA Director and GISERA Deputy Director to carry out their roles in accordance with this agreement.

5.4 Termination of appointment of GISERA Director or GISERA Deputy Director

A decision to terminate the appointment of the GISERA Director or GISERA Deputy Director may only be made by the National Research Management Committee. For clarity, a decision to terminate the appointment of the GISERA Director or GISERA Deputy Director does not affect any employment agreement between CSIRO and the GISERA Director or GISERA Deputy Director.

5.5 Replacement of GISERA Director or GISERA Deputy Director

If the appointment of the GISERA Director or GISERA Deputy Director is terminated in accordance with the terms of this agreement, or the GISERA Director or GISERA Deputy Director dies, becomes ill or ceases employment with CSIRO, any party may nominate a new GISERA Director or GISERA Deputy Director and the parties will appoint a new GISERA Director or GISERA Deputy Director in accordance with this clause 5.

5.6 Performance reviews

The performance of the GISERA Director and GISERA Deputy Director will be reviewed annually by CSIRO and a representative from one of the Industry Parties. The Industry Party who participates in the review will be nominated by the National Research Management Committee. The nominated Industry Party and CSIRO will report the findings of the review back to the National Research Management Committee.

6. National Advisory Committee

6.1 Formation

The parties will create and maintain a National Advisory Committee to perform the role in clause 6.3.

6.2 Membership

- (a) The National Advisory Committee will comprise:
 - (i) three Industry Party representatives, as appointed by the National Research Management Committee;
 - (ii) three CSIRO representatives; and
 - (iii) the GISERA Director.

6.3 Role

The role of the National Advisory Committee is to provide advice and counsel to the GISERA Director on the direction and strategy of the National GISERA.

6.4 Limitation on power

The role of the National Advisory Committee is to provide advice only. The National Advisory Committee has no power to direct the GISERA Director, an Alliance Member, the National Research Management Committee or a Regional Research Advisory Committee.

6.5 Meetings

The National Advisory Committee will meet twice each Financial Year.

6.6 Expenses

Each party will pay its own representatives' expenses (including travel and accommodation expenses) incurred in attending meetings and carrying out their functions in relation to the National Advisory Committee.

7. Contributions

7.1 Minimum commitments

- (a) The Industry Parties each agree to make a minimum annual Cash Contribution to the Alliance of \$150 000.
- (b) Each Industry Party's Cash Contribution will be applied in respect of that party's share of the amount set out in the Approved Annual Research Program and Budgets and that party's share of the Administrative Costs. For the avoidance of doubt, while a party is permitted to contribute an amount greater than the minimum annual Cash Contribution, a party will not be required to exceed the minimum annual Cash Contribution in a financial year.
- (c) An Industry Party that has elected to participate in one or more Regions in accordance with clause 2.15(c), may direct the GISERA Director to apply its Cash Contributions to its elected Region or Regions.
- (d) The parties acknowledge and agree that APLNG and QGC have each made an annual Cash Contribution under the Initial Alliance Agreement for the 2015/16 financial year, which has been applied against each party's obligation to make a Cash Contribution for the 2015/16 financial year under this agreement. APLNG and QGC are not required to make a further Cash Contribution to the Alliance until the 2016/17 financial year.

7.2 Payment of Cash Contributions

CSIRO agrees that the Industry Parties will pay their respective annual Cash Contribution in instalments quarterly. Each instalment will be paid in advance, after receipt of a tax invoice and upon receipt of a Progress Report to the reasonable satisfaction of each Industry Party.

7.3 Third Party Contributions

- (a) The parties acknowledge that CSIRO may enter into separate agreements with third parties to receive Third Party Contributions.
- (b) Third Party Contributions will be administered by the GISERA Director and distributed by the GISERA Director in consultation with the National Research Management Committee, based on:
 - (i) research priorities as established by the National Research Management Committee; and
 - (ii) the terms imposed by the party making the Third Party Contribution.
- (c) Third Party Contributions may only be used for the purposes of:
 - (i) Approved Research Projects; or
 - (ii) Administrative Costs.

7.4 Account

- (a) CSIRO will establish and maintain the Account. All cash payments made to CSIRO for the Alliance will be deposited into the Account, including Third Party Contributions.
- (b) The Account is not required to be separate from CSIRO's other bank accounts, but CSIRO will maintain a separate ledger of payments into and out of the Account for the purposes of the Alliance. CSIRO will identify and keep separate payments made by Industry Party's for a particular Region.
- (c) CSIRO may draw down on the Account in accordance with the Approved Annual Research Program and Budget and Approved Research Projects.
- (d) For simplicity, any interest accrued on cash held in the Account is not to be considered an asset of the Alliance, and may be retained by CSIRO without accounting for it to the other parties.
- (e) Any surplus funds of the Alliance in the Account at the end of a Financial Year which were contributed by the Industry Parties may be held over to the next Financial Year if determined by the National Research Management Committee, or otherwise will be returned to the respective parties within 14 days after the end of that Financial Year.

7.5 R&D tax concessions

CSIRO acknowledges that the Industry Parties want to access the research and development tax incentive available to the Industry Parties (or their Related Bodies Corporate) in connection with the Alliance, and CSIRO will cooperate with and assist the Industry Parties (and their Related Bodies Corporate) to achieve that objective.

7.6 Taxes

- (a) Subject to clauses 23 and 25.14, the recipient of a Contribution (and not the party making a Contribution) will be liable for payment of all taxes (including corporate tax, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any subcontractor's taxes) which may be imposed in relation to a Contribution made pursuant to this agreement.
- (b) If the contributing party is required in its opinion to withhold any amount in respect of tax from a payment to be made to a recipient pursuant to this agreement, it is entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the Contribution to the recipient. In the event that the contributing party pays an amount to the recipient without withholding an amount in respect of tax, the contributing party will be indemnified by the recipient for any loss suffered by it as a result of failing to withhold.
- (c) The parties will include this clause in all agreements with a recipient of a Contribution.

8. Annual Research Program and Budget

8.1 Preparation

- (a) Each Regional Research Advisory Committee will prepare an Annual Research Program and Budget for its Region each Financial Year and submit it to the National Research Management Committee for approval in accordance with clause 8.3.
- (b) The first Annual Research Program and Budgets are to be prepared and submitted as soon as possible after the Commencement Date. Each subsequent Annual Research Program and Budget is to be prepared and submitted to the National Research Management Committee no less than 60 days before the start of each Financial Year. For the Queensland Region, the final annual research program and budget approved under the Initial Alliance Agreement will be deemed the first Approved Annual Research Program and Budget.
- (c) In preparing the Annual Research Program and Budget, the Regional Research Advisory Committees must have regard to the Research Project Guidelines.

8.2 Content

Each Annual Research Program and Budget must:

- (a) identify the Contributions required in that Financial Year, which includes the Administrative Costs for that Financial Year as set out in the Administrative Costs Budget established by the National Research Management Committee and the allocation of these amounts between the parties (for clarity, Administrative Costs may be met through both Cash Contributions and In-kind Contributions); and
- (b) identify the Research Projects proposed to be undertaken in the Financial Year and the areas of research focus.

8.3 Approval

Each Regional Research Advisory Committee must:

- (a) submit each Annual Research Program and Budget to the National Research Management Committee for review and comment;
- (b) amend the Annual Research Program and Budget in accordance with any decision of the National Research Management Committee, and resubmit it to the National Research Management Committee for further review and comment; and
- (c) repeat the process in clause 8.3(b) until the National Research Management Committee approves the Annual Research Program and Budget.

8.4 Effect of approval

Following approval of the Annual Research Program and Budget by the National Research Management Committee, the Annual Research Program and Budget will be an Approved Annual Research Program and Budget.

8.5 Contributions

Each party will provide its Contributions in accordance with an Approved Annual Research Program and Budget.

8.6 Variations

An Approved Research Program and Budget may only be varied by a decision of the National Research Management Committee.

8.7 Reconciliation

At the end of each Financial Year (or more regularly if reasonably requested by any party), CSIRO will provide all Alliance Members with a reconciliation of expenditure against that year's Approved Annual Research Program Budgets.

9. Approved Research Projects

9.1 Approval

- (a) An Alliance Member may nominate a Research Project for consideration by a Regional Research Advisory Committee on which it has an RRAC Representative. An Alliance Member nominating a Research Project for consideration by a Regional Research Advisory Committee will draft a Project Order for that project.
- (b) Each Regional Research Advisory Committee will consider nominated Research Projects and may approve a Research Project provided it is consistent with the Approved Annual Research Program and Budget. In deciding whether to approve a Research Project, the Regional Research Advisory Committee must have regard to the Research Project Guidelines.
- (c) Following approval by a Regional Research Advisory Committee, a Research Project will be an Approved Research Project.

9.2 Initial Alliance Agreement Approved Research Projects to continue

The parties agree that any Approved Research Projects that were being undertaken under the Initial Alliance Agreement will now continue under this agreement and be deemed to be Approved Research Projects for the purpose of this agreement.

9.3 Terms of Approved Research Projects

Approved Research Projects must be carried out on the terms and conditions specified in:

- (a) this agreement; and
- (b) the applicable Project Order,

and, to the extent of any inconsistency in the above documents, this agreement prevails.

9.4 Responsibilities

Each party must carry out an Approved Research Project:

- (a) in cooperation with the other parties;
- (b) in accordance with the Project Order, Project Budget and the terms of this agreement;
- (c) to a high standard with due professional care and skill;
- (d) so as to do all things necessary or desirable to achieve the objectives set out in the Project Order; and
- (e) so as to achieve the Milestones by their due dates.

9.5 Subcontracting

- (a) A party must not subcontract the performance of its obligations in relation to an Approved Research Project:
 - (i) unless permitted in the Project Order for the Approved Research Project or with the prior approval of the relevant Regional Research Advisory Committee, not to be unreasonably withheld; and
 - (ii) without first entering into a Research Subcontract.
- (b) A party is fully responsible for performing all of its obligations under this agreement, even though a party may have subcontracted any of them.
- (c) A party that enters into a Research Subcontract is responsible for ensuring the suitability of the Subcontractor for the work proposed to be carried out and for ensuring such work meets the requirements of this agreement.
- (d) A party which is a party to a Research Subcontract must ensure that the Research Subcontract:
 - (i) addresses relevant issues identified in the Project Order;
 - (ii) subject to clause 9.5(e) and 9.4(f), contains provisions that are consistent with this agreement; and
 - (iii) requires the Subcontractor to effect and maintain adequate insurance.
- (e) A party must not grant a Subcontractor any right to use the Research Project IP or any Background IP of the other parties for any purpose other than performing its obligations under a Research Subcontract without first obtaining the approval of the relevant Regional Research Advisory Committee.

- (f) A party must obtain from each Subcontractor:
 - (i) adequate rights to all Intellectual Property created, discovered or coming into existence as a result of the Subcontractor carrying out work on the Approved Research Project, to enable the party to fulfil its obligations under this agreement and the Project Order, in respect to Intellectual Property.
 - (ii) a licence of the Subcontractor's Intellectual Property that is sufficient to enable the party to grant the licences required under this agreement in respect of Background IP.

9.6 Variations

A Project Order may only be varied by a decision of the relevant Regional Research Advisory Committee.

9.7 Management of Research Projects

- (a) Each Approved Research Project will be managed by a project leader. The project leader will:
 - (i) be specified in the Project Order for each Approved Research Project;
 - (ii) have responsibility for the day-to-day management of the Approved Research Project;
 - (iii) inform the GISERA Director about the progress of the Approved Research Project and any matter which may affect the ability of the Approved Research Project to meet the project objectives, satisfy any Milestones, provide any Deliverables, or be completed within the Project Budget; and
 - (iv) manage the maintenance of research and technical records for the Approved Research Project.

9.8 Authorisations

Each party will use its best endeavours to obtain the Authorisations it requires to undertake an Approved Research Project before the event or conduct requiring the Authorisation is due to occur.

9.9 Contributions

Each party will:

- (a) provide from its own resources its Contributions for each Approved Research Project at the time and in the manner specified in this agreement or the Project Order for the Approved Research Project; and
- (b) apply all Contributions to an Approved Research Project only for the purpose of carrying out the activities of the Approved Research Project in accordance with the Approved Research Program and Budget and the Project Order for the Approved Research Project.

9.10 Technical Reference Group

- (a) A Technical Reference Group will be established for each Approved Research Project.
- (b) Each Technical Reference Group will include the project leader, Industry Party representatives and other Alliance Member Personnel, as appropriate.
- (c) Each Technical Reference Group will meet at least quarterly during the term of the Approved Research Project to discuss:
 - (i) the progress of the Approved Research Project;
 - (ii) any significant difficulties encountered during the Approved Research Project; and
 - (iii) key findings and potential future applications for the Project Results.
- (d) Technical Reference Group meetings may be held in person at a venue agreed to by the members or may be conducted by written resolution, telephone conference, video conference or any similar means of audio or audio-visual communication.

10. Records and reporting

10.1 Separate accounting of the parties

- (a) Each party must keep full and complete records of:
 - (i) its Contribution to each Approved Research Project;
 - (ii) all Research Project IP generated by the party's (including its Subcontractors' and Students') performance of an Approved Research Project;
 - (iii) all Background IP contributed by the party for an Approved Research Project; and
 - (iv) any other expenditure against the Approved Annual Research Program and Budget.
- (b) A Commercialising Party must keep full and complete records of all matters connected with the Commercialisation of Research Project IP as may be reasonably necessary to enable the amounts due to the other party to be conveniently ascertained and audited, including Commercialisation Income (including copies of any agreements with affiliates and sublicensees).
- (c) Each party must, within 14 days of a request from the National Research Management Committee, allow the nominated representative of the National Research Management Committee to inspect the records referred to in clause 10.1(a). Such records are to be treated as Confidential Information for the purposes of clause 15.

10.2 Reporting by GISERA Director to National Research Management Committee

- (a) CSIRO will ensure that the GISERA Director submits to the National Research Management Committee within 21 days after the end of each Quarter or upon the reasonable request of the National Research Management Committee (**Progress Report**), a report detailing:
 - (i) progress with each Approved Research Project and its scientific advances, outcomes, key achievements, Deliverables and Milestones;
 - (ii) any matter which the Alliance Director considers will, or may, affect the ability of each Approved Research Project to meet the project objectives, satisfy any Milestones, provide any Deliverables, or be completed within the Project Budget, including any failure of a party to provide Contributions;
 - (iii) any significant difficulties encountered during each Approved Research Project and measures taken or plans to resolve them;
 - (iv) research anticipated for the next Quarter;
 - (v) any Project Results created (including a description of the Project Results, when they were created and by whom); and
 - (vi) the Background IP used in each Approved Research Project.
- (b) CSIRO will ensure that the GISERA Director submits to the National Research Management Committee within 21 days after the end of each financial year (**Annual Report**) a report reviewing the benefits and effectiveness of the Alliance in achieving the Alliance Objectives.

10.3 Reporting by CSIRO to third parties

- (a) The parties acknowledge that CSIRO may be required to submit reports to third parties that have made Third Party Contributions.
- (b) The Industry Parties agree to cooperate with CSIRO and the GISERA Director to ensure that CSIRO can meet its reporting obligations to third parties.
- (c) CSIRO may provide copies of Progress Reports to third parties or information contained in Progress Reports, but will not release Confidential Information to third parties.

10.4 Parties to provide information to GISERA Director

- (a) Each party will provide promptly when requested by the GISERA Director information on the status and results of each Approved Research Project, including the information referred to in clauses 10.2(a)(i) to (vi), for the purpose of enabling the GISERA Director to prepare the Progress Report and any reports required to be submitted to third parties.
- (b) Upon request by a party, the GISERA Director will make available to that party the information provided by the other parties under clause 10.4(a).

10.5 Inspection and audit rights

- (a) The Commercialising Party, at the written request of any of the other parties, will at all reasonable times make available to the other parties (or their nominees) the records referred to in clause 10.1(b) certified as correct by a senior financial officer of the Commercialising Party, and, if so desired by one of the other parties, will permit those records and books to be examined by an independent accountant nominated by the other party (**Auditing Party**) and reasonably acceptable to the Commercialising Party.
- (b) The Commercialising Party will give to the Auditing Party, its nominee and any independent accountant all assistance, access and facilities necessary, as well as access to appropriate accounting, business, technical, manufacturing and sales personnel to ask questions, to enable them to review the records referred to in clause 10.1(b). In addition, the Commercialising Party will allow them to take copies of records and will supply such other information as may be necessary or proper to enable compliance with this Agreement to be ascertained and verified.

10.6 Discrepancy

- (a) If the audit referred to in clause 10.5 identifies a shortfall in the payment of Commercialisation Income to the other parties, the Commercialising Party must promptly pay to the other parties the amount of such shortfall.
- (b) If the shortfall is equal to or greater than two percent (2%) of the amount of Commercialisation Income paid or payable to the other parties in the Financial Year then the Commercialising Party will reimburse the Auditing Party for the auditor's reasonable fees incurred by the other party in connection with the audit.
- (c) If the audit identifies any overpayment of Commercialisation Income then the Commercialising Party may, at the Commercialising Party's option, deduct the amount of such overpayment from any future Commercialisation Income to be paid to the other parties or require the other parties to refund the overpayment.

11. Background IP

11.1 Ownership

- (a) Each party will make available for the purposes of Approved Research Projects the Background IP specified in the applicable Project Order to be contributed by that party to an Approved Research Project.
- (b) Subject to clauses 11.2, 11.3(b) and 13.2, this agreement does not transfer or grant any proprietary or licence interest in any Background IP contributed by a party.
- (c) The parties will specify the value of Background IP contributed by a party to an Approved Research Project in the applicable Project Order.

11.2 Licence for Approved Research Projects

A party (**Licensor**) that makes available Background IP in accordance with clause 11.1 grants to the other parties a licence to use the Licensor's Background IP made available for that Approved Research Project during the term of the Approved Research Project for the sole purpose of carrying out the Approved Research Project, subject to any restriction or condition on its use:

- (a) specified in the Project Order; or

- (b) in the case of any Background IP not specified in the Project Order, notified in writing to the other party at the time of making such Background IP available.

11.3 Other rights and responsibilities

- (a) Each party retains the right to use its own Background IP for any purpose (including licensing to third parties) outside the Approved Research Project for which it was provided, except where such use would be inconsistent with a licence granted under clause 11.2, 11.3(b) or 13.2.
- (b) Subject to any restrictions specified in accordance with clause 11.2, each party grants to the other parties a licence of its Background IP to the extent that such Background IP is necessarily incorporated into the Research Project IP to enable each other party to exercise the licence granted to it under clause 12.4.
- (c) Subject to clauses 11.3(b) and 13.2, if a party wishes to use the Background IP of another party outside the Approved Research Project for which it was provided, that party must first obtain a separate licence upon terms agreed by the parties.
- (d) Each party is, at its own discretion, responsible for protecting and maintaining protection for its own Background IP.

12. Research Project IP

12.1 Dealing with Research Project IP

Each party will:

- (a) provide to the GISERA Director information in its possession regarding Research Project IP that has been developed or is under development in an Approved Research Project; and
- (b) use its reasonable endeavours to ensure that it and its Personnel, Subcontractors and Students or other persons participating in an Approved Research Project under its direct control:
 - (i) identify Research Project IP developed by them;
 - (ii) promptly communicate details of the Research Project IP to the GISERA Director;
 - (iii) do not prejudice protection of any Research Project IP;
 - (iv) do all things reasonably necessary (including execution of documents) to give effect to this clause 12;
 - (v) comply with any restrictions or conditions specified in accordance with clause 11.2 concerning Background IP;
 - (vi) provide any consents in relation to their Moral Rights that may be requested by a party from time to time and reasonably necessary for:
 - A. the Approved Research Project;
 - B. the parties to exercise the licence under clause 12.4; and
 - C. Commercialisation of the Research Project IP; and

- (vii) must not use, Commercialise, Transfer, Encumber or otherwise deal with or enter into any agreement in relation to any interest that such party might hold in Research Project IP, except as authorised in this agreement.

12.2 Ownership of Derivative IP

Upon its creation, Derivative IP will be owned by the party that made available the relevant Background IP.

12.3 Ownership of Non-Derivative IP

- (a) Upon its creation, Non-Derivative IP will be owned by the party specified in the relevant Project Order to own Non-Derivative IP.
- (b) The National Research Management Committee will determine for each Approved Research Project, and specify in the Project Order, the party who is to be the owner of Non-Derivative IP by applying the principles in Schedule 6.

12.4 Grant of licence

Subject to clause 13.4, the party entitled under this agreement to be the owner (**Owner**) of Research Project IP Derivative and Non-Derivative IP grants to the other parties and their Related Entities, a licence to use the Owner's Research Project IP solely for the purposes of:

- (a) continuing to perform the Approved Research Project;
- (b) internal research, including teaching, education, academic publishing or research and development purposes, but does not include:
 - (i) disclosure of Confidential Information other than as permitted by this agreement; or
 - (ii) the right to publish Research Project IP other than in accordance with this agreement;
- (c) in the case of Industry Parties and their Related Entities, the Projects and internal business purposes; and
- (d) in the case of CSIRO, external research (including research undertaken for or in collaboration with third parties).

For clarity, in accordance with clause 1.3, the licence granted under this clause 12.4 is a perpetual, worldwide, non-transferable, non-exclusive, royalty-free licence and includes the right to sublicense.

12.5 Protection of Research Project IP

An Owner may in its sole discretion decide whether to obtain Intellectual Property protection for its Research Project IP. All registration of Research Project IP will be in the Owner's name and at its own cost.

12.6 Transfer of Research Project IP

An Owner must not Transfer its Research Project IP, or grant any licence or other rights in respect of its Research Project IP, in any way inconsistent with the licences granted under clauses 12.4 and 13.3.

13. Commercialisation

13.1 Right to Commercialise

Subject to clause 13.3, any Alliance Member may Commercialise Research Project IP provided that it obtains the approval of the National Research Management Committee and complies with this agreement and any applicable Project Order regarding Commercialisation. Each party must ensure that its NRMCM Representatives act reasonably in deciding whether to give an approval under this clause.

13.2 Licence to use Background IP for Commercialisation

A party grants to the Commercialising Party a licence of the party's Background IP to the extent necessary to enable the Commercialising Party to Commercialise the Research Project IP provided that:

- (a) the Research Project IP has been developed using that Background IP in accordance with this agreement and the relevant Project Order; and
- (b) the licence is subject to any restrictions that were specified in accordance with clause 11.2.

13.3 Licence to use Research Project IP of the other party

If the Commercialising Party requires, for the purposes of Commercialisation of Research Project IP, a licence to use Research Project IP owned by the other party, the Commercialising Party must notify the other party and the party receiving such notice will negotiate in good faith to grant a licence to the Commercialising Party on reasonable terms to be agreed in writing by the parties.

13.4 Commercialisation Income

Unless specified otherwise in the Project Order for an Approved Research Project, the Commercialising Party will apply Commercialisation Income as follows:

- (a) first, the re-imbursement or payment of all reasonable Commercialisation Expenses incurred by the Commercialising Party; and
- (b) second, the remainder to be shared by the parties in proportion to their respective Commercialisation Interest.

For clarity, the decision to incur any Commercialisation Expenses and the level of Commercialisation Expenses incurred will be at the discretion of the Commercialising Party, acting reasonably.

13.5 Retaining Commercialisation rights

A party may, acting reasonably and by notice to the other parties, delay for up to a maximum of 12 months any licence to Research Project IP granted under this agreement (excluding the licence in clause 12.4(a)) until appropriate Intellectual Property protection is obtained for that Research Project IP.

14. Infringement of IP

14.1 Notice of infringement

Each party must notify the other parties within 3 Business Days if it becomes aware of:

- (a) any actual, suspected, anticipated or threatened infringement by a third party of any of the other parties' rights in relation to Research Project IP or Background IP; or
- (b) any claim by a third party that the carrying out of an Approved Research Project or the dissemination, Commercialisation or other use of Research Project IP or Background IP by a party infringes the rights (including Intellectual Property and Moral Rights) of a third party.

14.2 Rights of the Owner

Nothing in this agreement prevents an Owner from taking action to protect, defend or enforce its rights in relation to its Research Project IP without reference to the other parties.

15. Confidentiality

15.1 Receiving Party not to disclose Confidential Information

The Receiving Party will not, during or after this agreement, disclose Confidential Information directly or indirectly to any third party except:

- (a) with the Discloser's prior written consent;
- (b) as required by law;
- (c) to the extent necessary for the purpose of exercising a party's rights under this agreement in respect of Intellectual Property;
- (d) to an Additional Disclosee on a need to know basis for the purposes of this agreement (including the purposes in clause 12.4);
- (e) in the case of CSIRO, to the Commonwealth of Australia and ministers and ministerial staff of the Commonwealth of Australia, or other persons who receive information under established government protocols or for public accountability purposes (**Government Disclosees**); or
- (f) in the case of Project Results, as permitted under clause 16.

15.2 Additional Disclosees

The Receiving Party will ensure that Additional Disclosees keep the Confidential Information confidential on terms no less favourable for the Discloser than this clause 15.

15.3 Government Disclosees

CSIRO must ensure that Government Disclosees are informed of the confidential nature of the Confidential Information.

15.4 Breach of confidentiality

If the Receiving Party becomes aware of a suspected or actual breach of this clause by the Receiving Party, or a disclosure by an Additional Disclosee or Government Disclosee inconsistent with this clause, the Receiving Party will immediately notify the Discloser and take reasonable steps required to prevent or stop the suspected or actual breach or disclosure.

15.5 Use of Confidential Information

The Receiving Party will only use Confidential Information:

- (a) for the purposes of this agreement (including the purposes in clause 12.4); and
- (b) to the extent necessary for the purpose of exercising the Receiving Party's rights under this agreement in respect of Intellectual Property.

15.6 Project Results

If a Project Order states that the Project Results are confidential, then the Project Results for that Approved Research Project are the Confidential Information of the party specified in the relevant Project Order to own Non-Derivative IP.

15.7 Discussions and workshops

Unless otherwise agreed in writing by the parties, new information arising from meetings, discussions and workshops between the parties in relation to the Alliance (including any such meetings, discussions and workshops conducted prior to the Commencement Date) will be the Confidential Information of both parties.

15.8 This agreement

The details specified in Schedule 1, but not the existence or any other terms of this agreement, are the Confidential Information of all parties.

15.9 Return of Confidential Information

- (a) The Receiving Party will return or destroy (at the Discloser's direction) materials containing Confidential Information when directed by the Discloser.
- (b) Despite clause 15.9(a) and subject to the licences to Background IP granted under this agreement, the Receiving Party may retain a single copy only of the materials referred to in that clause provided that the Receiving Party continues to comply with all other obligations set out in this clause 15 in respect of the retained copy.

16. Publication

16.1 Meaning of 'publication'

For the purposes of this clause 16, "**publish**" means to publish, print, distribute or make known (including orally or electronically) in a literary or academic book, journal, conference, article or other publication and includes media releases or public announcements. "**Publication**" will be similarly construed.

16.2 Dissemination of knowledge

- (a) A party must not publish any information relating to the Alliance, including Project Results:
 - (i) except in accordance with the Communications Protocol; and
 - (ii) until:
 - A. the party has complied with clauses 16.3(a) and 16.3(b);
 - B. if the GISERA Director submits (or is required to submit) the proposed publication to the National Research Management Committee under clause 16.3(b)(ii), the publication has been

approved by the National Research Management Committee in accordance with this clause 16; and ; and

- C. if the GISERA Director does not submit (and is not required to submit) the proposed publication to the National Research Management Committee under clause 16.3(b)(ii), 14 days after a copy of the proposed publication has been provided to each of the other parties.

- (b) For clarity, nothing in this clause 16 permits a party to disclose the Confidential Information (other than Project Results) of another party.

16.3 Approval process

- (a) A party must submit proposed publications to the GISERA Director.
- (b) The GISERA Director must within 30 days after receiving a submission under clause 16.3(a):
 - (i) determine whether the proposed publication contains Confidential Information. If it is necessary to remove Confidential Information from the publication then, the GISERA Director will work with the publishing party to remove the Confidential Information; and
 - (ii) if:
 - A. the GISERA Director is unable to determine whether the proposed publication contains Confidential Information; or
 - B. the GISERA Director acting reasonably determines that the publication should not be published without National Research Management Committee approval,submit the proposed publication to the National Research Management Committee.
- (c) The National Research Management Committee must at its next meeting review the Publication and determine whether to:
 - (i) approve the publication as proposed by the party without amendment;
 - (ii) approve the publication with amendment;
 - (iii) not approve the publication; or
 - (iv) approve the publication subject to the publication being delayed for a period of time (but no longer than 12 months),and will promptly notify the parties of the National Research Management Committee's determination together with reasons for refusal if approval is not given.
- (d) Each party must ensure that its NRMC Representative acts reasonably in making a determination under clause 16.3(c).
- (e) Approval of a publication will be deemed to be granted by the National Research Management Committee 12 months after it is submitted to the National Research

Management Committee if the National Research Management Committee does not make a determination under clause 16.3(c).

16.4 Acknowledgement

All publications relating to Project Results must acknowledge CSIRO and each Industry Party that has elected to participate in the Region in which the Approved Research Project was conducted.

16.5 Disclosure for reasons of public health and safety

- (a) Notwithstanding any other provision of this agreement, CSIRO may disclose Project Results (including Project Results which are Confidential Information, but not other Industry Party Confidential Information):
 - (i) to a responsible authority if CSIRO acting reasonably and in good faith, determines that disclosure of the information is necessary to prevent or minimise a potential risk to public health or safety or environmental harm or damage, but only for the purpose and to the extent necessary to prevent or minimise that risk; and
 - (ii) for the purpose and to the extent necessary to respond to a request by its responsible government Minister or by a House of Parliament or a Committee of Parliament.
- (b) Before CSIRO discloses any information in accordance with clause 16.5(a) it must:
 - (i) provide written notice of not less than 2 Business Days to all Industry Parties detailing:
 - A. the information to be disclosed;
 - B. the relevant persons or agencies to whom the information is to be disclosed; and
 - C. the purpose for which the information is to be disclosed;
 - (ii) allow all Industry Parties to make submissions or other representations to the relevant persons or agencies who will receive the information to preserve the confidentiality of the information; and
 - (iii) if applicable, notify the relevant persons or agencies to whom the information is to be disclosed that the information provided is considered commercially sensitive and confidential.

17. Student involvement

17.1 Proposal to involve a Student

If a party proposes to involve a Student in an Approved Research Project, then it must:

- (a) notify the other parties of the proposed Student involvement; and
- (b) consult with the GISERA Director regarding that proposal and obtain consent to proceed with the involvement of that Student.

17.2 Student involvement

If a party involves a Student in an Approved Research Project, then that party acknowledges and agrees that:

- (a) it must ensure that the Student complies with clauses 15 and 16; and
- (b) it will enter into a written agreement with the Student setting out the terms on which the Student is involved in an Approved Research Project, including:
 - (i) assigning ownership of Research Project IP (other than copyright in the Student's thesis) to the party so that it can be dealt with in accordance with this agreement;
 - (ii) a licence of the Student's Intellectual Property (if any) that is sufficient to enable the party to grant the licences required under this agreement in respect of Background IP; and
 - (iii) other terms consistent with this agreement regarding Confidential Information, protection of Research Project IP, publication and announcements and releases.

17.3 Publication and examination of the Student's thesis

- (a) The parties acknowledge that the tertiary institution in which the Student is enrolled is required to examine and publish any thesis submitted by the Student to fulfil the tertiary institution's requirements for the degree in which the Student is enrolled.
- (b) Prior to the submission of the Student's thesis for examination, the party that engages the Student must:
 - (i) notify the National Research Management Committee that the Student's thesis is to be submitted for examination;
 - (ii) provide a copy of the Student's thesis to the National Research Management Committee; and
 - (iii) request permission from the National Research Management Committee to publish the Student's thesis at the conclusion of the examination process.
- (c) Nothing in this agreement will inhibit the right of the Student to have his or her thesis examined but, if requested in writing by the National Research Management Committee within 2 months of receipt of the notice of examination, the party that engaged the Student must use reasonable endeavours to ensure that the examiners of the thesis sign a confidentiality agreement (in a form approved by the National Research Management Committee) to protect any Confidential Information.
- (d) If the National Research Management Committee reasonably determines that the publication of the Student's thesis should be delayed in order to protect Confidential Information or Research Project IP, the National Research Management Committee may request that the party that engaged the Student place the Student's thesis on restricted access for a period not exceeding 12 months.
- (e) If the National Research Management Committee does not reply to the request under clause 17.3(b)(iii) within 2 months of receiving the request to publish, then the consent to publish will be deemed to have been given and the tertiary institution and the Student may publish the Student's thesis.

18. Insurance

18.1 Insurance policies

Each party will maintain during the Alliance Term with a reputable insurer:

- (a) public liability insurance of at least \$10 million; and
- (b) workers' compensation insurance as required by law.

In addition, CSIRO will maintain professional indemnity insurance of at least \$10 million. CSIRO will maintain the professional indemnity insurance for 3 years after the Alliance Term.

18.2 Evidence of insurance

Each party will provide the other party with certificates of currency of the insurance policies set out in clause 18.1 on request.

19. Liability

19.1 No other representations

Each party acknowledges that it has not relied on any term, condition, representation, warranty, matter, statement or conduct in entering into this agreement that is not expressly stated in this agreement.

19.2 Indemnity for third party infringement claims

- (a) Each party (**Indemnifying Party**) will indemnify and defend the other parties and their Personnel (**Those Indemnified**) from and against all Claims and Losses made against, suffered or incurred by Those Indemnified resulting from:
 - (i) subject to clause 19.2(b), an infringement of a third party's Intellectual Property arising from the exercise of a right granted to Those Indemnified, or a person authorised by Those Indemnified, under this agreement in relation to Background IP contributed by the Indemnifying Party; or
 - (ii) misappropriation of a third party's trade secret or breach of a third party's confidence arising from the disclosure or use of Confidential Information of the Indemnifying Party by Those Indemnified, in accordance with this agreement.
- (b) If the Background IP contributed by a party (**Contributor**) comprises a patent or is patentable then provided that:
 - (i) the Contributor has undertaken freedom to operate searches in relation to that Background IP;
 - (ii) the Contributor has provided the freedom to operate searches to the other party prior to commencing the relevant Approved Research Project; and
 - (iii) the Contributor is required to contribute the Background IP under clause 11.1(a),

the indemnity in clause 19.2(a) applies only if the Contributor knew or reasonably ought to have known on the basis of the searches at the time of contributing the

Background IP that it would infringe a third party's Intellectual Property. For the avoidance of doubt, if any of the criteria in paragraph (i), (ii) or (iii) are not met, then the exception in this clause 19.2(b) does not apply.

19.3 Use of Background IP and Project Results

Subject to clause 19.2, each party uses (including Commercialises) any Background IP or Project Results owned by it, licensed or made available to it under this agreement at its own risk.

19.4 Consequential Damages

To the extent permitted by law, except for liability of Those Indemnified to third parties for which Those Indemnified are indemnified under this agreement, each party and its Personnel are not liable for Consequential Damages even if the party, or its Personnel, are aware of the possibility of those Consequential Damages.

20. Termination, withdrawal and expulsion from the Alliance

20.1 Termination of the Alliance

The Alliance Members may agree to terminate the Alliance at any time.

20.2 Withdrawal from the Alliance

- (a) An Alliance Member may withdraw from the Alliance by giving 3 months written notice to the other parties (**Withdrawal**).
- (b) An Alliance Member will not be entitled to recover any Cash Contributions made under this agreement before the date of Withdrawal.

20.3 Expulsion from the Alliance

An Alliance Member (**Defaulting Member**) may be expelled from the Alliance (**Expulsion**);

- (a) by a majority vote of the National Research Management Committee, excluding the vote of the NRMC Representative from the Defaulting Member, if:
 - (i) the Defaulting Member is in material breach of any of the terms of this agreement; and
 - (ii) where the breach is capable of being remedied, the Defaulting Party has failed to remedy the breach within 30 days after notice by the other parties; or
- (b) if the Defaulting Member becomes subject to an Event of Insolvency.

20.4 Termination of Approved Research Projects

- (a) An Approved Research Project may be terminated by agreement in writing of all parties involved in that Approved Research Project.
- (b) If an Approved Research Project is terminated under 20.4(a) then any unspent Contributions for that Approved Research Project will be dealt with in accordance with clause 7.4(e).

20.5 Effect of withdrawal or expulsion

Withdrawal or Expulsion of an Alliance Member will not affect:

- (a) the rights and obligations of the Alliance Member in respect to the operation of clauses 11, 12, 13, 14, 15, 16, 17 and 19; and
- (b) any obligations of that Alliance Member accrued at that time or arising as a result of the retirement or expulsion; and
- (c) the obligations of the remaining parties under this agreement and the continued operation of the Alliance and the Alliance Activities.

20.6 Effect of termination

If the agreement is terminated in accordance with clause 20.1, any funds in the Account contributed by the Industry Parties that have not been spent, or committed to be spent in accordance with this agreement, will be returned to the respective Industry Parties. Cash Contributions which have not been disbursed or expended under this agreement will be returned to the Industry Parties on a pro rata basis in accordance with their share of Cash Contributions made under this Agreement (including Cash Contributions made under the Initial Alliance Agreement that are deemed to be Cash Contributions for the purposes of this agreement in accordance with clause 2.16(c)).

21. Force majeure

- (a) For the purposes of this clause a “**Force Majeure Event**” means an event that is beyond the reasonable control of the party affected, including natural disasters such as floods, fires or drought.
- (b) If a party is prevented from or delayed in performing an obligation by a Force Majeure Event, and promptly acts to mitigate or remove the Force Majeure Event and its effect, then the obligation is suspended during, but for no longer than, the period the Force Majeure Event continues and any further period that is reasonable in the circumstances.
- (c) If suspension of a party's obligations as a result of a Force Majeure Event continues for a period of not less than 90 days, then notwithstanding any other provision of this agreement, the other parties may terminate this agreement in whole or in part by giving 14 days' joint written notice to the party affected by the Force Majeure Event.
- (d) For clarity, subject to clause 20.5, termination of the agreement under clause 21(c) does not affect the parties' obligations to the extent they are not terminated.

22. Audit

22.1 Audit

CSIRO will, upon 7 days' notice during normal business hours or as otherwise agreed, permit and provide persons (**Auditors**) nominated by one or more of the Industry Parties supervised access to CSIRO's premises, books, records, documents, computer systems, equipment and other property relevant to the performance of this agreement to verify compliance by CSIRO with its obligations under this agreement and its likely capacity to continue to comply with its obligations in the future (**Audit**). An Audit may include:

- (a) security and administration practices and facilities;
- (b) risk management systems;
- (c) business continuity planning;
- (d) legal compliance; and
- (e) quality assurance practices.

The outcome of any audit will be reported back to the National Research Management Committee.

22.2 Security

In undertaking the Audit, the Industry Party/ies who nominated the Auditors will ensure that the Auditors comply with reasonable security and confidentiality requirements of CSIRO made known to the Industry Parties

22.3 Co-operation

CSIRO will do things reasonably necessary to facilitate a prompt and efficient Audit.

22.4 Copies of materials

The Auditors may make copies of books, records, documents and other materials they have access to as part of an Audit, and CSIRO will provide the Auditors with the necessary facilities to enable them to do so.

22.5 Costs of the Audit

The Industry Party/ies that requested the audit will be responsible for costs incurred in equal shares in relation to an Audit unless the Audit reveals material non compliance by CSIRO with CSIRO's obligations under this agreement, in which case CSIRO is liable to the Industry Party/ies for the costs incurred in relation to the Audit.

22.6 Other audits

This clause 22 operates separately and in addition to any other audit or inspection clause under this agreement.

23. GST

23.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this clause 23 have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 23.
- (c) Unless otherwise expressly stated, all consideration to be provided under this agreement is exclusive of GST. Any consideration that is specified to be inclusive of GST will not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 23.

23.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

23.3 GST payable

- (a) If GST is payable in relation to a supply made under or in connection with this agreement then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply will pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.
- (b) The Supplier must provide a tax invoice to the Recipient as a precondition of the payment of any GST.

23.4 Variation of GST

If the GST payable in relation to a supply made under or in connection with this agreement varies from the additional amount paid by the Recipient under clause 23.3 such that:

- (a) a further amount of GST is payable in relation to the supply; or
- (b) a refund or credit of GST is obtained in relation to the supply,

then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 23.4 is deemed to be a payment, credit or refund of the additional amount payable under clause 23.3.

23.5 No merger

This clause 23 will not merge on expiration or termination of this agreement.

24. Dispute resolution

24.1 Dispute resolution process

- (a) Disputes between the parties will adhere to the following procedure prior to the commencement of litigation or other external dispute resolution procedure.
- (b) A party may notify any other party in writing of the occurrence of a dispute (**Dispute Notice**) and will provide a copy of the Dispute Notice to any other parties not involved in the dispute.
- (c) If a Dispute Notice is given, all parties will meet and negotiate in good faith to resolve the dispute within 20 Business Days of the Dispute Notice at a mutually convenient time and place or by telephone conference.
- (d) If after 20 Business Days of the Dispute Notice being given, the parties cannot resolve the dispute, then any party may give notice of the inability to resolve such dispute to the respective Executives of the parties (**Executive Dispute Notice**). Within 20 Business Days of receipt of the Executive Dispute Notice, the Executives will meet (at a mutually convenient place or by telephone conference) and attempt to resolve the dispute.

- (e) If after 20 Business Days of the Executive Dispute Notice being given, the Executives have not resolved the dispute to their satisfaction as agreed in writing then any party may proceed in accordance with its remedies at law.
- (f) The parties may agree to escalate the dispute to any level at any time.

24.2 Continuity during dispute

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this agreement.

24.3 Alternative dispute resolution

The parties may agree to adopt an alternative dispute resolution process such as mediation, conciliation or arbitration.

24.4 Urgent interlocutory relief

Nothing in this clause prevents either party from commencing court proceedings relating to any dispute arising from this agreement at any time where that party seeks urgent interlocutory relief.

25. General

25.1 Amendments

This agreement may only be amended by a document signed by or on behalf of each party.

25.2 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior consent of each other party (such consent not to be unreasonably withheld).

25.3 Consents, determinations and exercise of rights

A consent, determination or exercise or right required or allowed under this agreement from a party may be exercised, not exercised, given or withheld, or may be exercised or given subject to conditions, as that party (in its absolute discretion) thinks fit, unless this agreement expressly provides otherwise.

25.4 Entire agreement

To the extent permitted by law, in relation to its subject matter, this agreement:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

25.5 Expenses

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

25.6 Further acts and documents

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this agreement.

25.7 Governing law

This agreement is governed by and must be construed according to the law applying in the Australian Capital Territory.

25.8 Indemnities

- (a) Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this agreement.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this agreement.
- (c) A party must pay on demand any amount it must pay under an indemnity in this agreement.

25.9 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this agreement; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 25.9(a).

25.10 No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this agreement, except for representations or inducements expressly set out in this agreement.
- (b) Each party acknowledges and confirms that it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this agreement.

25.11 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this agreement:

- (a) must be in writing;
- (b) must be addressed as indicated in Schedule 1 (or as otherwise notified by that party to each other party from time to time);

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, transmitted electronically by the person giving the notice by electronic mail or sent by fax to the number (if provided), of the addressee, in accordance with clause 25.11(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of electronic mail) on actual receipt by the addressee;
 - (iv) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (v) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

25.12 Rights and remedies

The rights of a party under this agreement are in addition to any other rights or remedies which that party shall or may be entitled to against the other parties at law or equity.

25.13 Severance

If at any time a provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

25.14 Stamp duties

The Industry Parties:

- (a) must pay all stamp duties in respect of their respective participation in this agreement; and
- (b) indemnify (in shares in accordance with the stamp duty liability of each Industry Party) CSIRO against any liability arising from failure to comply with clause 25.14(a).

25.15 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this agreement.
- (b) A waiver or consent given by a party under this agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this agreement operates as a waiver of another breach of that term or of a breach of any other term of this agreement.

25.16 Counterparts

This agreement may consist of multiple copies, each signed by a party to the agreement.

Schedule 1 contact details intentionally omitted

Schedule 2 – – Committee membership and voting rights

Item 1: National Research Management Committee membership and National Research Management Committee member voting rights on decisions

The National Research Management Committee will comprise one representative from each of the Industry Parties (i.e. each company), as well as three CSIRO representatives and one independent representative.

The GISERA Director will attend meetings as the chairperson, but will not have a vote on any decisions.

The table below shows the expected composition of the National Research Management Committee and the National Research Management Committee Multiplication Factor in situations where there is one through eight Industry Party Alliance Members. Each representative on the Committee has the right to cast one vote on each decision (if a decision requires a vote). To ensure independence, the number of votes held by Industry Parties must always equal the number of votes held by CSIRO representatives, with the independent representative having a casting vote. This is achieved by each Industry Party representative applying a National Research Management Committee Multiplication Factor to their vote. CSIRO will always have three representatives on the Committee regardless of the industry composition of the National Research Management Committee. The National Research Management Committee Multiplication Factor therefore equals three divided by the number of Industry Parties. The National Research Management Committee Multiplication Factor in column 6 is applied to column 2 to obtain an industry vote that always equals the CSIRO vote of three.

The independent vote always equals one, and is the casting vote.

As at the Commencement Date with five Industry Parties in the Alliance, the National Research Management Committee Multiplication Factor will be 0.6.

Number of Industry Party Alliance Members	Industry NRMCMultiplication Factor	CSIRO NRMCMultiplication Factor	Independent NRMCMultiplication Factor	Total NRMCMembers including the GISERA Director	National Research Management Committee Multiplication Factor	Total Industry NRMCMultiplication Factor	Total CSIRO NRMCMultiplication Factor	Total Independent NRMCMultiplication Factor
1	1	3	1	6	3.0	3	3	1
2	2	3	1	7	1.5	3	3	1
3	3	3	1	8	1.0	3	3	1
4	4	3	1	9	0.75	3	3	1
5	5	3	1	10	0.6	3	3	1
6	6	3	1	11	0.5	3	3	1
7	7	3	1	12	0.429	3	3	1
8	8	3	1	13	0.375	3	3	1

Item 2: Regional Research Advisory Committee membership and voting rights

Each Regional Research Advisory Committee will comprise one representative from each Industry Party participating in the Region, CSIRO representatives and independent representatives. The number of CSIRO representatives will always be the same as the number of Industry Party representatives. To maintain the independence of research conducted by CSIRO under the Alliance, there will always be one more independent representative than the combined total of Industry Party and CSIRO representatives.

Each representative on this Committee has one vote on a decision if a vote is required. The GISERA Director will attend meetings as the chairperson but does not have the power to vote.

The table below shows the composition of a Regional Research Advisory Committee in situations where there is one, two, three or four Industry Parties participating in the Region.

Number of Industry Parties participating in the Region	Industry RRAC members	CSIRO RRAC Representatives	Independent RRAC Representatives	Total RRAC members including GISERA Director	Total Industry plus CSIRO RRAC Representative votes	Total Independent RRAC Representative votes
1	1	1	3	6	2	3
2	2	2	5	10	4	5
3	3	3	7	14	6	7
4	4	4	9	18	8	9

Schedule 3 Research Project Guidelines

This Alliance will conduct research that improves and extends knowledge of social and environmental impacts and opportunities of unconventional gas projects (**Projects**) for the benefit of the industry involved in the Projects (**Gas Industry**), the relevant community and the broader public.

Additionally, research projects will be undertaken by the Alliance with the objective of informing government, regulators and policy-makers on key issues regarding policy and the legislative framework for the Gas Industry.

The Alliance will enable the Alliance Members to jointly undertake integrated, regional and systems-based research.

This research will address a range of public-good impacts of Projects, drawn from evidence based understanding of regional processes and issues to:

- enable regulators, resource developers and the broader community to understand the temporally- and regionally- cumulative impacts of the Projects;
- ensure that knowledge of resource development impacts and opportunities is made widely available, enabling symmetrical access by all stakeholders;
- enable regulators, resource developers and the broader community to cooperate – or at least discuss on a shared knowledge basis – to identify preferred futures, challenges and opportunities, and activities that meet them;
- enable regulators to develop policies based on a sound understanding of the future impacts of resource development, to provide for a stable regulatory framework that maximises business confidence; and
- undertake public-good research that informs best-practice development of future resource development activity, particularly in the management of surface and groundwaters, biodiversity, marine environment, agricultural land management and social and economic impacts.

Selected Research Projects will contribute to meeting these research portfolio aims.

Research Focus Areas

The proposed portfolio of research is designed to address the most pressing environmental and social impacts and opportunities arising from the Projects.

The first group of Research Projects within the Alliance will seek to uncover solutions to key challenges related to the following subject areas:

- Water;
- Greenhouse gasses
- Agriculture;
- Socio-economic impacts and benefits of development;
- Marine;
- Biodiversity.

Research Projects undertaken in each of the subject areas will focus on delivering research outcomes for regional and public-good. This is a critical element because the impacts of the Projects occur and accumulate beyond the boundaries of permits held by any one Industry Party.

Schedule 4 – Alliance Principles

National GISERA aims to achieve credibility, trust and respect from all stakeholders through the open and transparent conduct and communication of its research and synthesis activities

CSIRO's independence as a National GISERA member and research provider is critical to the Alliance's values and value proposition and the structure of the Alliance is designed to ensure that neither CSIRO nor one or more of the Industry Parties can control National GISERA.

The Regional Research Advisory Committees' independence is critical to the Alliance's values and value proposition. This materially enhances the reality and perception of the independence with which National GISERA's research is selected and monitored.

National GISERA funds associated with a regional focus area (under the purview of the Regional Research Advisory Committee) are managed as a common pool, and are not partitioned to reflect the particular interests or contributions of partners. There are many reasons to sustain this principle, not the least of which is its relationship to research independence.

Schedule 5 - Project Order template

1 Project definition	
1.1	Project area
1.2	Long project title
1.3	Short project title
1.4	Proposed start date
1.5	Proposed end date
1.6	Project leader

2 Scope and objectives	
2.1	Short description of project
2.2	Detailed scope
2.3	Detailed objectives/outcomes
2.4	Deliverables/outputs
2.5	Alignment with Alliance Objectives

3 Project plan			
3.1	Milestones	Milestone #	Description

4 Project Budget		
4.1	Revenue - internal (Cash Contributions)	Party
		Amount
4.2	Revenue - external	
4.3	Expenses	

5 In-kind Contributions				
5.1	In-kind Contributions (other than Background IP)	Party	Description of Contribution	When to be provided
				Value
				\$

				\$
				\$
5.2	Revenue - external			
5.3	Expenses			

6 Subcontracting			
6.1	Approved Subcontractors (clause 9.5(a)(i))	Subcontractor	Role

7 Intellectual property and confidentiality				
7.1	Background IP (clause 11.1, 11.2)	Party	Description of Background IP	Restrictions on use (if any)
				\$
				\$
7.2	Ownership of Non-Derivative IP (clause 12.3)	[A single Industry Party or CSIRO (only one) should be stated as being the owner of Non-Derivative IP. The agreement does not cater for joint ownership of Non- Derivative IP]		
7.3	Confidentiality of Project Results (clause 15.6)	The Project Results [are / are not] confidential. [Note - if the Project Results are confidential, then no party can disclose them without approval of the National Research Management Committee, except in limited circumstances. If the Project Results are not confidential, then any party is free to disclose them subject to agreed communication protocols.]		
7.4	Additional Commercialisation requirements (clause 13.1)	[Specify any additional requirements that apply to Commercialisation of Research Project IP. Otherwise, insert "Not applicable".]		
7.5	Distribution of Commercialisation Income (clause 13.4)	[Specify any change to the default arrangement for distribution of Commercialisation Income. Otherwise, insert "Not applicable"]		
7.6	Commercialisation Interest (clause 1.1)	Party	Commercialisation Interest	
		[Industry Party]	[Specify each party's interest in Commercialisation Income, eg Total 50%]	
		[Industry Party]		
		[Industry Party]		
		CSIRO		

Schedule 6 - Principles for Ownership of Non-Derivative IP

1. Non-Derivative IP will not be jointly owned but will be assigned to one of the parties.
2. The following considerations will also be taken into account in determining which party should own the Non-Derivative IP:
 - (a) The party that is best placed to manage the Non-Derivative IP to enable effective technology transfer to stakeholders including government, community, coal seam gas industry and other industries (if applicable).
 - (b) Which party is best placed to maintain the Non-Derivative IP and most likely to further develop the Non-Derivative IP.
 - (c) The contributions made by the parties to the creation of the Non-Derivative IP.
 - (d) Whether the Non-Derivative IP is site specific or has general applicability across the industry.
 - (e) The party that owns any Derivative IP associated with the Non-Derivative IP.

Schedule 7 Deed of Accession Template

This Deed of Accession is made on _____

between

Insert names of existing parties

(together the “Existing Parties”)

AND

[New party name], of **[address]** (“ZZZ”)

RECITALS

- A. On **[insert date]**, the Existing Parties entered into an Alliance Agreement (the ‘Existing Agreement’).
- B. **ZZZ** wishes to become a party to the Existing Agreement.
- C. The Existing Parties have agreed to admit **ZZZ** as a party to the Existing Agreement on the terms set out in this Deed.

AGREED TERMS

1. Interpretation

In this Deed, unless the context indicates otherwise:

- a) terms that are defined in the Existing Agreement have the same meaning in this Deed;
- b) “**Deed**” means this deed of accession;
- c) “**Effective Date**” means **[insert date]**;
- d) “**Existing Agreement**” means the agreement referred to in Recital A, a copy of which is attached as Schedule 1;
- e) “**Existing Parties**” means **[insert]**; and
- f) “**Parties**” means the Existing Parties and **ZZZ**.

2. Admission of new party

2.1 The Parties agree that on and from the Effective Date:

- a) **ZZZ** will be deemed to be a party to the Existing Agreement;
- b) **ZZZ** agrees to be bound by the terms and obligations of the Existing Agreement.

2.2 Notwithstanding clause 2.1(b), the Existing Parties acknowledge that, prior to the Effective Date, **ZZZ** was not a party to the Existing Agreement and, as such, was not subject to any rights and/or liabilities which may have accrued before the Effective Date.

2.3 For the purposes of the Existing Agreement, the address:

- (a) of **ZZZ** to which all notices relating to the Existing Agreement must be delivered is **[insert address]**; and
- (b) of each of the Existing Parties is as set out **[above / in the Existing Agreement] delete as appropriate** or if notified otherwise, then in the manner last notified.

3. General

3.1 Stamp Duty and Costs

Each party will bear its own costs arising out of the preparation of this Deed. **ZZZ** will pay all stamp duty, taxes and other governmental charges payable or assessed on this Deed and any related documentation.

3.2 Governing Law

This Deed is governed by the law set out in the Existing Agreement.

3.3 Inconsistency

To the extent of any inconsistency between the Existing Agreement and this Deed, this Deed will have priority.

3.4 Counterparts

This Deed may be signed in any number of counterparts. All counterparts will be taken to constitute one instrument.

3.5 Confirmation

The Parties acknowledge that the terms of the Existing Agreement remain unamended and binding on the Parties except to the extent they are varied by this Deed.

EXECUTED BY THE PARTIES AS A DEED

Signed for and on behalf of the

By: _____ (Print Name) _____ (Signature)

Date: _____

Signed for and on behalf of

By: _____ (Print Name) _____ (Signature)

Date: _____

Signed for and on behalf of

By: _____ (Print Name) _____ (Signature)

Date: _____

Signed for and on behalf of

By: _____ (Print Name) _____ (Signature)

Date: _____

Signed for and on behalf of

[insert ZZZ name]

By: _____ (Print Name) _____ (Signature)

Date: _____

Schedule 8 Communications Protocol

Communication protocol

27 July 2015



Image credit: Australia Pacific LNG

Document control

27 July 2015

[illegible]

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1. Introduction

1.1 Purpose

The communication protocol sets out the principles and processes for any communication or publication matters relevant to the Gas Industry Social and Environmental Research Alliance (GISERA). It is important that all partners agree to and abide by the communication protocol.

2. Communication protocol objectives

The communication protocol aims to:

- protect and enhance the reputation and integrity of GISERA and its partners and, thereby, their investment in GISERA
- ensure a strong sense of partnership and trust between GISERA partners
- ensure that independent public good research is made publicly available
- strike a balance between providing a framework to enable appropriate project communication and protecting intellectual property and confidential information.

2.1 Scope

The protocol applies to the following communication forms:

- Project publication: a written, verbal or electronic product made available beyond GISERA and relating to a project outcome.
- Media release: a formal written statement issued beyond GISERA to make announcements relating to GISERA.
- Public comment on behalf of GISERA: any verbal, written or electronic statement provided to the media or other entity beyond GISERA (e.g. senate enquiry) by an authorised project spokesperson.
- Public comment by each organisation about GISERA: any verbal or written statement provided to the media or other entity beyond GISERA on behalf of one of the partners and by an authorised spokesperson.
- Commonwealth and State Government communications: any verbal or written statement provided to Ministers, Members of Parliament and government officials on matters relating to GISERA.

2.2 Approval process

All communications related to project processes, outcomes and results (including announcements, events, and media releases) must be approved, as a minimum, by the GISERA Director before release to the media, publishing journal or conference organiser. Figure 2.1 illustrates the approval process in detail. An approval form is to be completed as part of the approval process, see Appendix A.

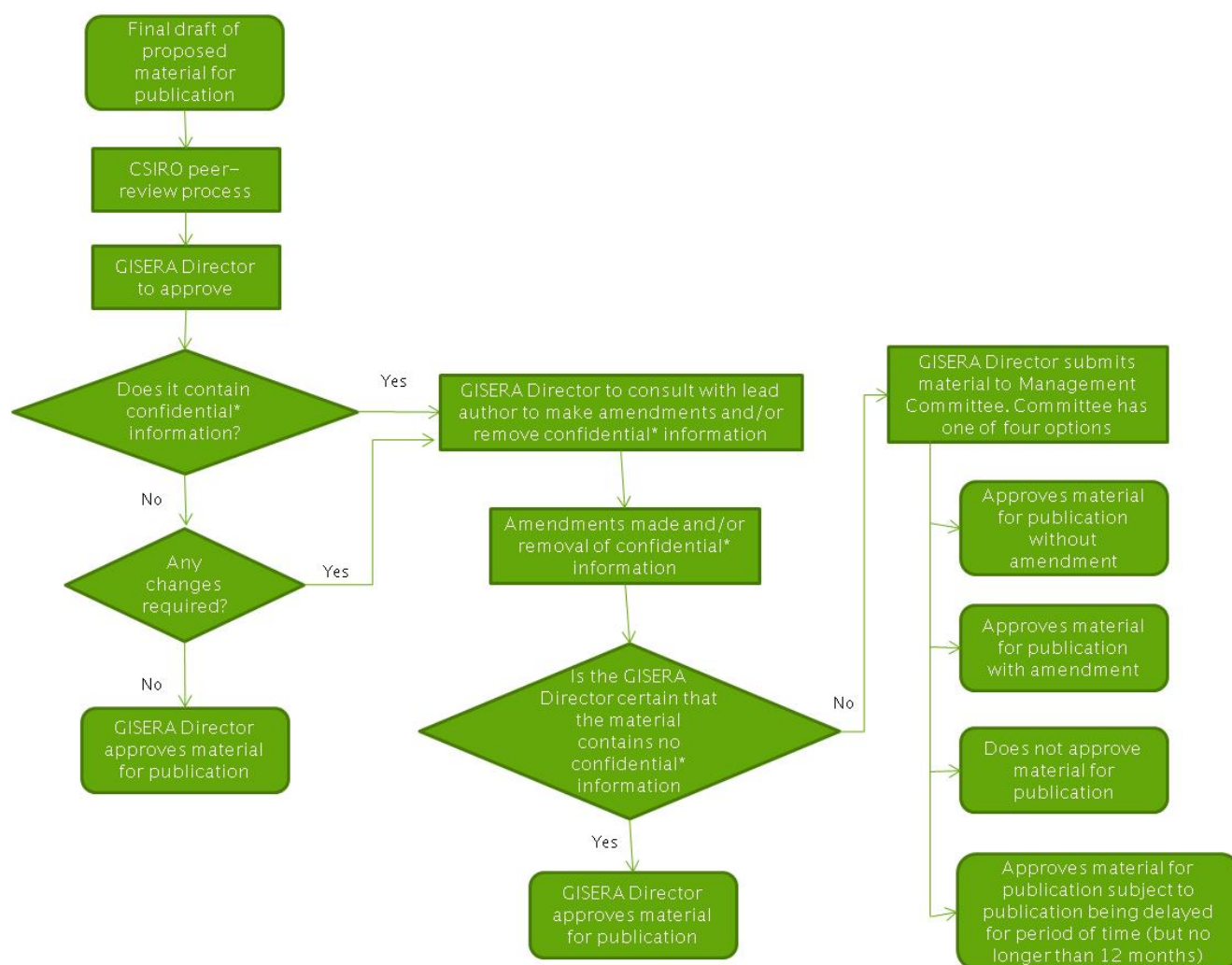


Figure 2.1 Approval process flow chart (note: *research results cannot be considered confidential. What is properly the sole property of the owner, for example financial and commercial information, would be considered confidential).

In addition to the above approval process, parent organisations cannot make any media releases or announcements on behalf of GISERA without prior approval from the GISERA Director and/or the National Research Management Committee. The GISERA Director is the sole arbiter of content in accordance with the approval process.

Spokespeople from parent organisations may provide general comment on the project without prior approval by the GISERA Director and National Research Management Committee; so long as these comments are around agreed factual material about the project (this will be developed and made available for use in such instances). Parent organisations may also comment on their particular role in the project without prior approval from the GISERA Director and National Research Management Committee.

The GISERA Director is authorised to speak on behalf of the partners about the project outcomes and results without prior approval from all partners. As a CSIRO officer the Director will be bound by CSIRO's Public Comment Policy, the Public Research Agency Charter and Code of Conduct and GISERA's Communication Protocol.

GISERA will seek permission from parent organisations to use their property or assets such as diagrams, photos and videos of their infrastructure (e.g. gas wells, reverse osmosis plant).

2.3 Disclosure for reasons of public health and safety

Any risks to public or environmental health or safety identified by GISERA research will be reported to relevant authorities. GISERA will provide written notice, at least two working days in advance of disclosure, to parent organisations detailing the:

- information to be disclosed
- relevant persons or agencies to whom the information is to be disclosed
- purpose for which the information is to be disclosed.

3. Roles and responsibilities

The table below outlines the broad responsibilities of key roles within GISERA.

Table 3.1 Roles and responsibilities

Role	Responsibility includes:
GISERA Director	<ul style="list-style-type: none">• Day to day management of GISERA• Assisting each Regional Research Advisory Committee in the preparation of the Annual Research Program and Budget• Reporting to the Management Committee on the performance and outcomes of Approved Research Projects, schedule, cost, accounts, resources, results and projections• Approving GISERA publications• GISERA's public spokesman
GISERA National Research Management Committee	<ul style="list-style-type: none">• Establish strategic priorities and direction of GISERA• Provide instructions and directions to GISERA Director• Consider and approve commercialisation opportunities identified by partner organisations or a Regional Research Advisory Committee• Approves Annual Research Program and Budget for each Region
GISERA Regional Research Advisory Committees	<ul style="list-style-type: none">• Prepare Annual Research Program and Budget for each Region• Approve Research Project proposals• Advise the National Research Management Committee on science direction, gaps and technical issues• Advise the National Research Management Committee on commercialisation opportunities in relation to research project IP• Conduct project reviews
GISERA Communication Advisor	<ul style="list-style-type: none">• Ensure all GISERA communication products adhere to the style guide and brand• Develop and implement the Communication Strategy, plan and protocol• Develop communication products for GISERA. This includes print, web and other multi-media platforms

4. Key messages

Primary GISERA key messages:

- GISERA's robust and transparent governance framework ensures that GISERA's research and communication is independent and that all research results are made publicly available, following CSIRO's rigorous peer-review process.
- GISERA undertakes original research, and also synthesises and makes publicly available existing knowledge from a wide range of sources.
- GISERA research projects undergo an extensive consultation and approval process. They are developed in consultation with the community, CSG industry, government, non-government organisations, conservation and agricultural groups. The active involvement of these stakeholders ensures that public good research undertaken by GISERA will benefit the broader community and industry.
- Purpose of GISERA is to learn more about the social and environmental impacts of unconventional gas. GISERA will focus on answering questions in the areas of water, agricultural land management, nature conservation, the marine environment and social and economics.
- GISERA's research intends to position communities, industry and government to derive long-term value from gas developments, by helping to meet existing and future challenges and opportunities and to ensure that the industry leaves a positive legacy.
- All of GISERA's decision making processes and structures, and project descriptions and budgets, are freely available on the GISERA website. There are no secrets in GISERA.

Secondary GISERA key messages:

- Australia Pacific LNG and CSIRO established GISERA with an initial investment of \$14 million in July 2011.
- GISERA has been designed to expand its membership to include other companies in the industry, as well as research purchasers and providers such as universities and government agencies.
- GISERA's initial focus was on Queensland's CSG-LNG industry, but has been expanded to address impacts and opportunities associated with different gas industries and geographies.

Appendix A Publication and communication product approval form

This form is to be attached to the publication or communication product.

Author(s) name:

Type of communication product (e.g. journal paper, media release etc):

Has this communication product been reviewed within the authors' organisation?

☐ Yes

☐ No

Has this communication product been reviewed by the project manager / project leader?

☐ Yes

☐ No

Has this communication product been through the CSIRO peer-view process?

☐ Yes

☐ No

Please send this communication product to the GISERA Director, after completing all internal reviews, for comment and approval.

The section below is to be completed by the GISERA Director.

Date received: _____

This communication product has been reviewed by the GISERA Director and it is recommended that this product be:

☐ Approved for release

☐ Returned for editing

☐ Approved for release after removal of confidential information, discussion with lead author or project manager required

Execution blocks intentionally omitted