

Alliance Agreement

Australia Pacific LNG Pty Limited
APLNG

Commonwealth Scientific and Industrial Research Organisation
CSIRO

Origin Energy Upstream Holdings Pty Limited
Origin

Santos Limited
Santos

QGC Pty Limited
QGC

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Alliance Agreement dated

30 June 2021

Parties

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

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

Origin Energy Upstream Holdings Pty Limited ABN 65 105 423 523 (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. The Gas Industry Social and Environmental Research Alliance has existed in various forms since 2011. In January 2016, CSIRO and several Industry parties entered into the 2016 Alliance Agreement with an expiry of 30 June 2021.
- C. Government and the parties wish to enter into this agreement to focus on the social and environmental impacts and opportunities nationally across Australia.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this agreement:

2016 GISERA Alliance Agreement means the Alliance Agreement dated 4 January 2016 as varied.

2016 GISERA Alliance Agreement Expiry Date means 30 June 2021.

APG means the Alliance Partner Group established in accordance with clause 3.

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 (including salary, overheads, travel expenses and on-costs) proportionate to the GISERA Director's time commitment to the Alliance.

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 5.

Alliance Term means the period from the Commencement Date until the earlier of 30 June 2025 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 by each Research Advisory Committee.

Approved Research Project means a Research Project approved by a 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.

Basin means an onshore sedimentary basin within Australia with an existing, or potential for, natural gas exploration and/or production.

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 1 July 2021.

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 9, or as varied 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.

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.

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.

Membership Tier means the tiers of membership available to Alliance Members as set out in Schedule 2.

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.

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 6 that includes all details for an Approved Research Project, including the Objectives, Methodology, Budget, Milestones, Communications Plan, 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.

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

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

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

Research Advisory Committee means a committee formed in accordance with clause 4.

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 contained in Schedule 4.

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.

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

State means is an Australian state being Queensland, New South Wales, Victoria, South Australia, Western Australia, or Tasmania.

State Leader means a representative appointed by CSIRO who will attend all Research Advisory Committee meetings in that state/territory as Chairperson, participate in meeting discussions, but will not have the power to vote.

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.

Territory means a Territory of Australia being the Northern Territory or Australian Capital Territory.

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

- (a) Each party enters this agreement for the purposes of carrying out research and improving and extending knowledge of social and environmental impacts and opportunities of onshore gas projects (**Projects**) for the benefit of the relevant community, the broader public and the industry involved in Projects (**Gas Industry**); 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 '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, 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 8, 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 Geographical focus – States, Territories and Basins

- (a) Alliance Activities will be conducted by the parties in discrete, geographically defined States or Territories and Basins.
- (b) The GISERA Director, in consultation with, and agreement by, the parties, may create additional Basins at any time. The Basins, as at the Commencement Date, are listed in Item 4 of Schedule 1.
- (c) Each Industry Party must, by informing the GISERA Director in writing, elect to apply its full Cash Contribution and participate in Alliance Activities in one State or Territory. An Industry Party may elect to participate in Alliance Activities in additional States or Territories provided it commits additional Cash Contributions for each additional State or Territory selected. An Industry Party is not obliged to participate in Alliance Activities in more than one State or Territory.
- (d) In addition to electing a State or Territory, each Industry Party must, by informing the GISERA Director in writing, elect a Basin or Basins within its selected State or Territory to apply its Cash Contribution. Industry Parties may allocate its Cash Contribution to multiple Basins in the percentage allocation of its choice. Industry Parties may change its Basin allocations within its selected State or Territory at any time by informing the GISERA Director in writing provided those funds have not been committed to a Research Project at the time.
- (e) The parties acknowledge that Research Projects may be conducted on a national scale across all States and Territories to address matters of national interest or concern. Industry Parties may elect to apply a portion of its Cash Contribution to such national Research Projects by informing the GISERA Director in writing. An Industry Party may change its allocation at any time by informing the GISERA Director in writing, provided those funds have not been committed to a Research Project at the time.

2.16 2016 Alliance Agreement

- (a) This agreement supersedes the 2016 Alliance Agreement, and clause 9.2 of this agreement applies in respect of any Approved Research Projects (that are approved and undertaken in accordance with the 2016 Alliance Agreement) which are not complete at the 2016 Alliance Expiry Date.
- (b) The parties agree that to the extent possible, any rights or obligations accrued to the parties under the 2016 Alliance Agreement prior to the 2016 Alliance Expiry Date, will survive termination of the 2016 Alliance Agreement and continue under this agreement.
- (c) All cash contributions paid or committed to be paid by the parties under the 2016 Alliance Agreement will be deemed to be Cash Contributions and applied by the GISERA Director to the existing or selected State or Territory and Basin and expended in accordance with an Approved Annual Research Plan and Budget for that State or Territory and Basin.

3. Alliance Partner Group

3.1 Formation

The parties will establish the APG to provide advice to CSIRO where required in accordance with the terms of this agreement.

3.2 Meetings

The APG will meet twice per annum.

4. Research Advisory Committees

4.1 Formation

- (a) The parties will create and maintain a Research Advisory Committee for each State or Territory as well as one additional Research Advisory Committee considering matters of national interest or concern across States and Territories known as the national-interest Research Advisory Committee, to perform the role in clause 4.3.

4.2 Membership

- (a) As further illustrated in Schedule 3, each State or Territory based Research Advisory Committee will comprise:
 - (i) one RAC Representative appointed by each Industry Party holding Tier 1 level of Membership Tiers that has elected, in accordance with clause 2.15(b) and 2.15(c), to participate in that State or Territory.
 - (ii) RAC Independent Representatives that at all times will at least exceed by one, the total number of Alliance Member RAC Representatives combined for each Research Advisory Committee.
- (b) The national-interest Research Advisory Committee will comprise:
 - (i) one Commonwealth Government Representative;
 - (ii) one Tier 1 Industry Representative (drawn from the State or Territory Research Advisory Committees); and

- (iii) at least three Independent Representatives (drawn from the State or Territory Research Advisory Committees),

4.3 Role

The role of each Research Advisory Committee is to, in respect of the State, Territory or national-interest which that Research Advisory Committee represents:

- (a) approve Research Project proposals;
- (b) prepare an Annual Research Program and Budget, including the allocation of Administrative Costs, each year with the GISERA Director;
- (c) prioritise research into topics;
- (d) advise the GISERA Director on science direction and gaps;
- (e) advise the GISERA Director on technical issues;
- (f) advise the GISERA Director on Commercialisation opportunities in relation to Research Project IP;
- (g) carry out such other functions as are identified in this agreement as a function of the Research Advisory Committees, or determined by the parties from time to time to be a function of the Research Advisory Committees.

4.4 GISERA Director or State Leader to Chair

The GISERA Director will attend the national-interest Research Advisory Committee as Chairperson and each State Leader will attend meetings of each State or Territory Research Advisory Committee as the Chairperson. The GISERA Director may also attend meetings of each State or Territory Research Advisory Committee from time to time. The GISERA Director and/or State Leader will not have the power to vote at meetings, but will participate in discussions.

4.5 Decision making

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

4.6 Meetings

- (a) Each Research Advisory Committee will meet as needed. The national-interest Research Advisory Committee will only meet when there is a national Research Project Proposal (covering States and Territories) to consider.
- (b) Meetings of each 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 Research Advisory Committee may determine from time to time.

4.7 Quorum

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

any RAC Representative or Independent RAC Representative is unable to attend in person and unable to provide an alternative, the scheduled meeting may still proceed provided papers have been circulated prior to the meeting and minutes are taken of discussion that takes place during the meeting. Any RAC Representatives and Independent RAC Representatives unable to attend in person or by alternate, will then vote via email out of session.

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 Research Advisory Committee. The RAC Independent Representatives travel and accommodation expenses in relation to a Research Advisory Committee will be booked and paid for by the Alliance.

5. GISERA Director

5.1 Appointment

- (a) The GISERA Director will at all times be an employee of CSIRO.
- (b) Where necessary, CSIRO will identify and appoint a person with the necessary skills, experience and qualifications, suitable to all parties to fulfil the role.
- (c) Notwithstanding that Administrative Costs may be shared between the parties, CSIRO will be responsible for ensuring that the GISERA Director's remuneration entitlements are paid to the GISERA 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.

5.2 Role

- (a) The role of the GISERA Director will include:
 - (i) responsibility for the day-to-day management of the Alliance;
 - (ii) assisting each 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 State/Territory, including the ability to approve a variation to an existing Approved Research Project to:
 - A. increase a Project Budget increase by less than 10 percent, with any higher increase requiring the approval of the relevant Research Advisory Committee;
 - B. change a Project Milestone delivery date by up to 6 months, with any longer change requiring the approval of the relevant Research Advisory Committee;
 - C. engage a new or additional Sub-Contractor not already identified in an Approved Research Project, provided the impact to the Project Budget does not result in an increase of more than 10 percent; and

- D. approve a minor amendment to the Approved Research Project scope provided it does not significantly change the original Project scope, with any significant changes requiring the approval of the relevant Research Advisory Committee.
 - (iv) assisting each Research Advisory Committee to set priorities among topics;
 - (v) engaging PhD students or similar through universities within Australia or internationally, ensuring that the Student complies with clauses 15 and 16 and will enter into a written agreement in accordance with clause 17.2(b); and
 - (vi) otherwise carrying out the functions of the GISERA Director as identified in this agreement or determined by a Research Advisory 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 meetings of each Regional Research Advisory Committee if required;
 - (ii) attends and chairs meetings of the national interest Research Advisory 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 State Leaders is to assist the GISERA Director in all matters associated with the GISERA Director position.
- (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 to enable the GISERA Director to carry out their roles in accordance with this agreement.

5.3 Termination of appointment of GISERA Director

A decision to terminate the appointment of the GISERA Director may only be made by the Alliance Partner Group. For clarity, a decision to terminate the appointment of the GISERA Director does not affect any employment agreement between CSIRO and the GISERA Director.

5.4 Replacement of GISERA Director

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

6. Membership Tiers

6.1 Nomination of Membership Tier

Each Industry Party must elect a Membership Tier by informing the GISERA Director in writing prior to entering into this agreement.

6.2 Change to Membership Tier

An Industry Party may change its Membership Tier by informing the GISERA Director in writing at least 30 days prior to the start of any financial year.

7. Contributions

7.1 Minimum commitments

- (a) The Industry Parties each agree to make a minimum annual Cash Contribution to the Alliance consistent with its elected Membership Tier.
- (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 Basins in accordance with clause 2.15(c), may direct the GISERA Director to apply its Cash Contributions to its elected Basins in its preferred percentages.
- (d) An Industry Parties may voluntarily nominate a percentage of their Cash Contribution to national Research Projects that will be considered in accordance with clause 5. For clarity, an Industry Party will at no point be obliged nor required to provide a Cash Contribution to any national Research Project.

7.2 Payment of Cash Contributions

CSIRO agrees that the Industry Parties will pay their respective annual Cash Contribution in six-monthly instalments. 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 Research Advisory Committee, based on:
 - (i) research priorities; 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 State or Territory and Basin.
- (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 the Alliance term continues, 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 Research Advisory Committee will prepare an Annual Research Program and

Budget for its State/Territory each Financial Year.

- (b) An Annual Research Program and Budget will be prepared each Financial Year. It will be made publicly available on the GISERA website no later than 60 days of the start of the Financial Year.
- (c) In preparing the Annual Research Program and Budget, the 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 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 Contributions

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

8.4 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 Research Advisory Committee to which it has elected to contribute its Cash Contribution. An Alliance Member nominating a Research Project for consideration by a Research Advisory Committee will work with CSIRO's appointed State Leader to develop the project idea for consideration by the applicable Research Advisory Committee using a template provided by CSIRO.
- (b) Each 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 Research Advisory Committee must have regard to the Research Project Guidelines.
- (c) Following approval by a Research Advisory Committee, a Research Project will be an Approved Research Project.

9.2 2016 Alliance Agreement Approved Research Projects to continue

The parties agree that any Approved Research Projects that were being undertaken under the 2016 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 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 9.5(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 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 Research Advisory Committee, aside from any minor amendment approved by the GISERA Director in accordance with clause 5.2(a)(iii)D

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 optionally other Alliance Member Personnel, government representatives or independent stakeholders as appropriate.
- (c) Each Technical Reference Group will meet as deemed appropriate by the project leader or as set out in any applicable Project Order 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 Alliance Members, allow the nominated representative of the Alliance Members 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

- (a) CSIRO will ensure that the GISERA Director submits to the Alliance Members within 21 days after the end of each six-month- period or upon the reasonable request of the Alliance Members (**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 six-month period;
- (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.

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;
- (b) obtain consents in relation to the Moral Rights (other than in relation to acts of false attribution) of its Personnel, Subcontractors and Students; and
- (c) 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; and
 - (vi) 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) Alliance Members 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 7.

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 Alliance Members and complies with this agreement and any applicable Project Order regarding Commercialisation. Each party must ensure that its 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 Alliance Members under clause 16.3(b)(ii) the publication has been approved by the Alliance Members 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 Alliance Members 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 Alliance Member approval,submit the proposed publication to the parties.
- (c) The Alliance Members must 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),
- (d) Each party must ensure that its 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 Alliance Members 12 months after it is submitted to the Alliance Members if the Alliance Members do 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 State or Territory and Basin 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 Alliance Members that the Student's thesis is to be submitted for examination;
 - (ii) provide a copy of the Student's thesis to the Alliance Members; and
 - (iii) request permission from the Alliance Members 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 Alliance Members 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 Alliance Members) to protect any Confidential Information.
- (d) If the Alliance Members reasonably determine that the publication of the Student's thesis should be delayed in order to protect Confidential Information or Research Project IP, the other Alliance Members 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 Alliance Members do 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:
 - (i) any Cash Contributions made under this agreement before the date of Withdrawal; or
 - (ii) Cash Contributions disbursed, expended or committed to already approved Research Projects 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 Alliance Members, excluding the vote of the 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 2016 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 Alliance Members.

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. Counterparts may be executed and delivered electronically (including by portable document format) and the receiving party may rely on the receipt of such electronic document as if the original had been received.

Schedule 1 contact details intentionally omitted

4. Basins

Basins (indicative but not limited to the basins listed below)
New South Wales
• Gunnedah Basin
• Gloucester Basin
• Clarence-Morton
Northern Territory
• Beetaloo Sub-Basin
• Amadeus Basin
• McArthur Basin
Queensland
• Surat Basin
• North Bowen
• Galilee Basin
• Maryborough Basin
• Eromanga Basin
• Cooper Basin
South Australia
• Otway Basin
• Cooper Basin

Victoria
• Otway Basin
• Gippsland Basin
Western Australia
• Canning Basin
• Carnarvon Basin
• Perth Basin

Schedule 2 – Membership Tiers and Contributions

Item 1: Membership Tier Contributions

	Tier 1	Tier 2
Annual Contribution	\$150,000	\$50,000
Membership term	1 July 2021 – 30 June 2025	1 July 2021 – 30 June 2025
Contribution over life of agreement (4 years)	\$600,000	\$200,000

Item 2: Membership Entitlements

Member Entitlements	Tier 1	Tier 2
Annual membership contribution	\$150K	\$50K
Ability to decide what state or territory and basin(s) that its cash contribution will be applied	Yes	Yes
Receive six monthly progress reports	Yes	Yes
Receive all publications (courtesy copy) 10 working days prior to public release	Yes	Yes
Eligible for invitation to participate in project technical reference group as required	Yes	Yes
May nominate a research project for consideration by a Research Advisory Committee (RAC) in their nominated state or territory	Yes	Yes
Able to nominate a representative to participate in the RAC for the state or territory that its cash contribution has been applied	Yes	No
Participation in CSIRO/industry/government knowledge transfer sessions	Yes	No
Eligible for invitation to participate in National Research Advisory Committee (NRAC) as required	Yes	No
Participation in Alliance Partner Group (APG) meetings	Yes	No

Schedule 3 - Committee membership and voting rights

Item 1: Research Advisory Committee membership and voting rights

Each State or Territory based Research Advisory Committee will comprise one representative from each Tier 1 Industry Party participating in the state or territory, and a greater number of independent representatives. To maintain the independence of research conducted by CSIRO under the Alliance, there will always be one more independent representative than the total of Industry Party representatives.

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

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

Number of Tier 1 Industry Parties participating in the State/Territory	Industry RAC members	Independent RAC Representatives (minimum requirement)	Total RAC members	Total Industry RAC Representative votes	Total Independent RAC Representative votes
1	1	2	3	1	2
2	2	3	5	2	3
3	3	4	7	3	4
4	4	5	9	4	5
5	5	6	11	5	6

Item 2: National-interest Research Advisory Committee membership and voting rights

The national-interest Research Advisory Committee will comprise one Commonwealth Government representative, one Tier 1 Industry Party and at least three independent representatives. Membership to the NRAC will be fluid and draw on representation from the existing RACs.

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.

Schedule 4 - Research Project Guidelines

This Alliance will conduct research that improves and extends knowledge of social and environmental impacts and opportunities of the onshore gas industry for the benefit of the relevant community and broader public, Commonwealth and State/Territory Governments and the industry involved (Gas Industry).

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, greenhouse gas, biodiversity, health, 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.

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

- Water;
- Greenhouse gas;
- Health;
- Agriculture;
- Socio-economic impacts and benefits of development;
- Marine; and
- 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 5 – Alliance Principles

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 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 GISERA.

The 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 GISERA's research is selected and monitored.

GISERA funds associated with a regional focus area (under the purview of the 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 6 - Project Order template

Project Definition				
<ul style="list-style-type: none"> • Short project title • Long project title • Proposed start date • Proposed end date • Project Leader 				
GISERA State/Territory & Basin				
GISERA Research Program				
Project Summary				
<ul style="list-style-type: none"> • Objective • Description • Need & Scope • Methodology 				
Project Inputs				
<ul style="list-style-type: none"> • Research • Resources and collaborations (including researchers and subcontractors) 				
Project Impact Pathway				
Project Plan				
<ul style="list-style-type: none"> • Project schedule • Tasks description • Project Gantt Chart 				
Technical Reference Group				
Communications Plan				
Budget Summary				
<ul style="list-style-type: none"> • Expenditure (total labour, operating and Subcontractor) • Expenditure per task • Source of cash contributions • In-kind contributions 				
Intellectual Property and Confidentiality				
Background IP (clause 11.1, 11.2)	Party	Description of Background IP	Restrictions on use (if any)	Value
				\$
				\$
Moral rights consents (clause 12.b)	The Parties will obtain consents in relation to the Moral Rights (other than in relation to acts of false attribution) of its Personnel, Subcontractors and Students involved in the Project.			
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.			

Confidentiality of Project Results (clause 15.6)	Project Results [are/are not] confidential. [Note – if the Project Results are confidential, then no party can disclose them without approval of the parties, except in limited circumstances. If the Project Results are not confidential, then any party is free to disclose them subject to agreed communication protocols.]	
Additional Commercialisation requirements (clause 13.1)	[Specify any additional requirements that apply to Commercialisation of Research Project IP. Otherwise, insert “Not Applicable”.]	
Distribution of Commercialisation Income (clause 13.4)	[Specify any change to the default arrangement for distribution of Commercialisation Income. Otherwise, insert “Not applicable”]	
Commercialisation Interest (clause 1.1)	Party	Commercialisation Interest
	CSIRO	[Specify each party’s interest in Commercialisation Income. eg Total 50%]
	[Industry Party]	
	[Industry Party]	
	[Industry Party]	

Schedule 7 - 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, onshore 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 8 - 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 9 - Communications Protocol

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.

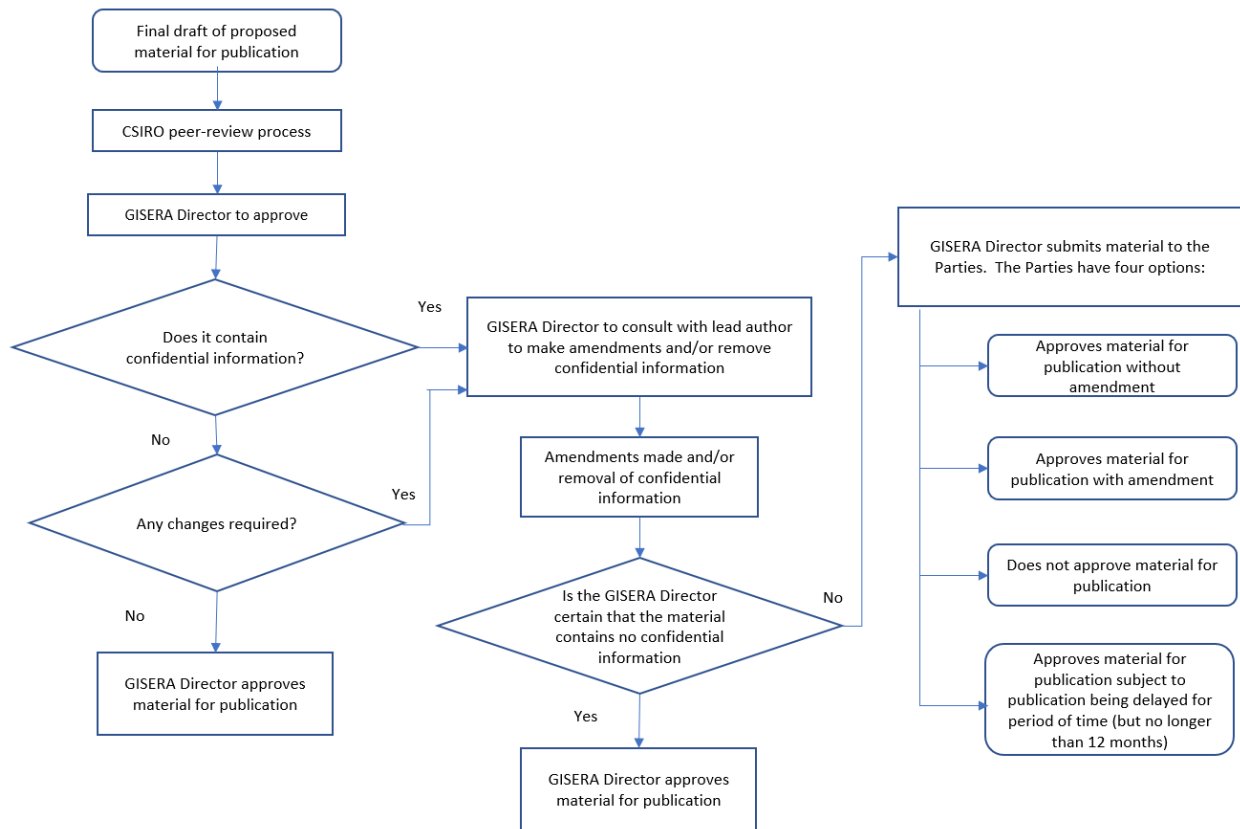


Figure 2.1 Approval process flow chart (note: *research results cannot be considered confidential. What is properly the sole property of the owner, for example financial and commercial information, would be considered confidential).

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 other parties. 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 other parties; 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 other parties.

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. 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 onshore 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, which was followed by contributions from other industry parties including QGC, Origin, Santos, AGL, Pangaea), the Commonwealth Government and various state/territory governments.
- 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.

Execution blocks intentionally omitted