



Australian Government

Wine Australia

Project Agreement

Wine Australia

and

The Research Organisation, details of which are specified in
item 1 of the Schedule

For Wine Australia use only:

Research Organisation:	The Australian Wine Research Institute
Project No:	AWR 2001
Project Title:	SAWIDS Clonal mapping of Pinot Noir

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Date	
Parties	
1.	Wine Australia , ABN 89 636 749 924, a body corporate established pursuant to the <i>Wine Australia Act 2013</i> (Cth) of Industry House, Corner Botanic and Hackney Roads, Adelaide SA 5000; and
2.	The Research Organisation , details of which are specified in item 1 of the Schedule (<i>Research Organisation</i>).
Recitals	
A	Wine Australia uses wine industry research and development levies and Commonwealth government contributions to provide funding for carrying out research and development activities in relation to the winemaking and viticultural industries.
B	Wine Australia wishes to ensure that this agreement contains terms and conditions which enable it to comply with its statutory obligations under the <i>Wine Australia Act 2013</i> (Cth), including those in relation to accounts and reports.
C	The Research Organisation is in the business of carrying out research and development activities in relation to the winemaking and viticultural industries.
D	The Research Organisation has applied to Wine Australia for funding for the Project and Wine Australia has approved that application.
E	Wine Australia and the Research Organisation wish to enter into a funding arrangement on the terms of this agreement for the funding by Wine Australia of the Research Organisation for the purpose of the Research Organisation carrying out the Project.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this agreement:

Ascertainable Interest means an amount of interest that is able to be readily ascertained from the financial records held by the Research Organisation in accordance with clause 4.6;

Auditor-General has the meaning given in the *Auditor-General Act 1997* (Cth);

Background Intellectual Property or Background IP means any and all Intellectual Property owned by Wine Australia, the Research Organisation or any Other Party provided for use or development in the Project in accordance with this agreement that is in existence at the Execution Date or comes into existence other than as a consequence of the performance of this agreement or an Other Party's sub-contract;

Business Day means a day not being a Saturday, Sunday or public holiday in Adelaide;

Claim means any claim, action, proceeding, demand, cost, damage, loss, expense or liability whatever incurred or suffered by, or brought or made or recovered against, a person and however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis;

Commercialise means to manufacture, sell or hire for commercial benefit or otherwise exploit a Product, process or information or other subject matter in which Intellectual Property rights subsist or to provide a service for commercial benefit or to license any other person to do any of those things for commercial benefit. For clarity, if a Party merely engages others to perform activities on its behalf and for its own non-commercial purposes, this does not constitute Commercialisation;

Confidential Information means the following information provided by or for one Party to another in any way in relation to this agreement:

- (a) information designated as confidential by the Party by or for whom the information is provided;
- (b) information imparted in circumstances of confidence; or
- (c) information that the recipient of the information knows, or ought to know, is confidential, but does not include information which is already known by the receiving Party at the time it is disclosed or which is or becomes public knowledge other than by breach of this agreement;

Dispose means assign, transfer, otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise;

Encumbrance means any interest or power:

- (a) reserved in, or over any interest in, any asset including any retention of title; or
- (b) created or otherwise arising in, or over any interest in, any assets under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of any debt or other monetary obligation, or the performance of any other obligation and whether existing or agreed to be granted or created;

Execution Date has the meaning given in clause 2;

Expert means either:

- (a) a person agreed to between the Parties within 20 Business Days of a Dispute not being resolved pursuant to clause 22.2(d); or
- (b) failing agreement within that period:
 - (i) in the case of a dispute relating to the valuation of anything, a licensed valuer appointed by the President for the time being of the Australian Institute of Valuers and Land Economists Inc (South Australian Division) or its successors;
 - (ii) in the case of a dispute relating to a scientific matter, the person nominated by the President of the Australian Society for Viticulture and Oenology or its successors; or
 - (iii) otherwise, the person nominated by the President for the time being of the Law Society of South Australia Inc or its successors;

Final Report means a report in respect of a Project prepared by the Research Organisation pursuant to clause 14;

Financial Year means Wine Australia's financial year from time to time;

Force Majeure means any of the following acts, events or causes, provided that the act, event or cause is beyond the reasonable control of the Party concerned:

- (a) act of God, war, sabotage, riot, civil commotion, national emergency (whether in fact or law), fire, lightning, flood, earthquake, landslide, drought, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of Wine Australia or the Research Organisation), epidemic, disease, pestilence, quarantine or radioactive contamination; or
- (b) action or inaction of any government or governmental, statutory or other competent authority (including any Court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order or decision;

Funding Period means the period commencing on the Project Start Date and ending on the Project End Date;

Information Commissioner has the meaning given in the *Australian Information Commissioner Act 2010* (Cth);

In-Kind Contribution means the in-kind contribution from the Research Organisation to be contributed to the Project and as set out in Item 12 of the Schedule.

Insolvency Event means the happening of any of the following events in relation to a Party:

- (a) an application is made to a court for an order or an order is made that the Party be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Party or one of them is appointed in respect of the Party whether or not under an order;
- (c) a receiver, receiver and manager or controller is appointed or takes possession in respect of any part of the property of the Party;
- (d) an administrator is appointed to the Party under sections 436A, 436B or 436C of the Corporations Law;
- (e) the Party enters into, or resolves to enter into a deed of company arrangement, a scheme of arrangement or composition with, or assignment for the benefit of all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (f) the Party resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so;
- (g) the Party is or its directors state that it is unable to pay its debts as and when they become due and payable;
- (h) the Party is presumed to be insolvent within the meaning of section 459C(2) of the Corporations Act;
- (i) a judgment is entered against the Party for a sum in excess of \$20,000 and remains unsatisfied or unappealed for a period of 15 Business Days;
- (j) the Party becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in such an event; or
- (k) anything having a substantially similar effect to any of the events specified above happens under any law or any applicable jurisdiction;

Intellectual Property means any patent, invention or discovery whether patentable or not, trade mark, copyright, trade secret, know-how, registered design, plant variety right, electronic layout or other exclusive right in relation to any integrated circuit, whether in Australia or the rest of the world;

IP Register has the meaning given in clause 12.10;

Key Personnel means the person(s) appointed by the Research Organisation as the key personnel to the Project as specified in item 6 of the Schedule, as replaced from time to time pursuant to clause 10.2;

Moral Rights has the meaning given under the *Copyright Act 1968* (Cth);

Other Party means any person that owns rights in Project Intellectual Property other than Wine Australia or the Research Organisation;

Party means either Wine Australia or the Research Organisation, but in relation to clauses 12, 13, 22 and 28 and whenever the context requires, also includes Other Parties;

Personal Information has the meaning given to the term "personal information" in the Privacy Act;

Planned Project Outputs means the outputs and activities and relevant dates by which they are to be achieved by the Research Organisation, as described in item 3 of the Schedule and/or the Project Application;

Privacy Act means the *Privacy Act 1988* (Cth);

Privacy Policy means Wine Australia's privacy policy, as amended from time to time and published on Wine Australia's website. As at the Execution Date, the Privacy Policy is set out at <https://www.wineaustralia.com/au/privacy>;

Product means goods or services delivered or provided during the Project which may be capable of Commercialisation whether or not the subject of Intellectual Property;

Progress Report means a report in respect of the Project prepared by the Research Organisation pursuant to clause 3;

Project means the Research Organisation's research and development project described in this agreement and, in particular, the Project Application, the costs and expenses of which are wholly or partially funded by Wine Australia pursuant to this agreement;

Project Accounting Records means the accounting records for the Project, as referred to in clause 15.1;

Project Application means the application by the Research Organisation for the funding of the Project, as amended in accordance with this agreement from time to time. A copy of the Project Application as at the Execution Date forms Annexure A (Project Application) to this agreement;

Project End Date means the date specified in item 5 of the Schedule;

Project Equipment means equipment specified as such in the Project Application and purchased by the Research Organisation for the Project in accordance with the Project Application;

Project Funding means funding for the Project provided by Wine Australia pursuant to this agreement, details of which are set out in item 8 of the Schedule;

Project Intellectual Property means any Intellectual Property created in relation to the Project, but excludes any Background Intellectual Property;

Project IP Shares means the proportions in which Wine Australia, the Research Organisation and any Other Parties from time to time hold Project Intellectual Property in respect of the Project, determined in accordance with clause 12.2;

Project Purposes means the purposes in respect of the Project for which Wine Australia provides Project Funding to the Research Organisation, as set out in the Project Application as approved by Wine Australia and amended pursuant to clause 9 from time to time;

Project Start Date means the date specified in item 4 of the Schedule;

Project Variation Request has the meaning given in clause 9.2;

Representatives means in relation to either Wine Australia or the Research Organisation, each director, officer, employee, agent, or contractor of that Party, and, for the Research Organisation, includes Other Parties;

Revenue means the revenue of Wine Australia from all sources;

Schedule means the schedule annexed to this agreement;

Special Conditions means the special conditions (if any) set out in item 9 of the Schedule;

Term means the term of this agreement set out in clause 2;

Third Party IP Rights means any rights in Intellectual Property which is used or developed in relation to the Project and owned by any person other than Wine Australia, the Research Organisation or an Other Party;

Variation Approval means approval of a Project Variation Request by Wine Australia in accordance with clause 9;

WHS Law means the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth) and any other law of a State or Territory related to work health and safety or occupational health and safety including laws within the meaning of corresponding WHS law set out in section 4 of the *Work Health and Safety Act 2011* (Cth) and Regulation 6A of the *Work Health and Safety Regulations 2011* (Cth); and

WHS Plan means a Work Health and Safety Plan prepared by the Research Organisation which documents the safe manner and processes the Research Organisation will follow in connection with the Project that complies with obligations it and other duty holders have under WHS Law. The WHS Plan must detail how any work in connection with the Project is to be carried out in a way that:

- (a) eliminates, so far as is reasonably practicable, risks to health and safety; and
- (b) ensures that the health and safety of any person is not put at risk.

Wine Australia Indemnified Person means Wine Australia and its Representatives;

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or annexure to, this agreement;
- (f) a reference to an agreement or document (including this agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this agreement or that other agreement or document;

- (g) a reference to **writing** includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;
- (h) a reference to a Party to this agreement or another agreement or document includes the Party's successors, permitted substitutes and permitted assigns (and, where applicable, the Party's legal personal representatives);
- (i) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (j) a reference to conduct includes an omission, statement or undertaking, whether or not in writing;
- (k) a reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
- (l) a reference to a **document** includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;
- (m) a reference to **dollars** and \$ is to Australian currency;
- (n) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (o) the meaning of general words is not limited by specific examples introduced by **including**, or **for example**, or similar expressions;
- (p) references to **agree, approve or consent** are references to agreement, approval or consent (as the case may be) in writing, and any agreement, approval or consent given by Wine Australia indicates only that Wine Australia has accepted a particular item, document or proposed course of action as the basis on which the Research Organisation has decided to implement the Project and does not in any way limit or affect the responsibility of the Research Organisation in relation to the Project, unless a Variation Approval has been issued in accordance with clause 9. The Research Organisation remains responsible for the performance of the Project regardless of any agreement, approval or consent given by Wine Australia other than Variation Approvals (in which case the Research Organisation is responsible for the performance of the Project as varied by the Variation Approval); and
- (q) nothing in this agreement is to be interpreted against a Party solely on the ground that the Party put forward this agreement or any part of it.

1.3 Headings

Headings do not affect the interpretation of this agreement.

1.4 Schedules and Annexures

Schedules and annexures form part of this agreement.

1.5 Inconsistency

In the event of any inconsistency between clauses 1 to 29 of this agreement, the Schedule or the Project Application or any other documents incorporated into this agreement by reference, then the following order of precedence applies to resolve that inconsistency:

- (a) clauses 1 to 29 of this agreement;
- (b) the Schedule;

- (c) the Project Application; and
- (d) any other documents incorporated into this agreement by reference.

2. Term of Agreement

This agreement commences on the Start Date and, subject to earlier termination in accordance with this agreement or by operation of law, continues until the Project End Date.

3. Project Application and Reporting

3.1 Project Application

The Research Organisation must use the Project Funding to deliver the Project in accordance with this agreement including the Project Application and so as to achieve the Planned Project Outputs.

3.2 Progress Report

- (a) The Research Organisation must submit a Progress Report to Wine Australia at each of the following times:
 - (i) in respect of the first 6 months period of each Financial Year during which the Project is carried out, by:
 - (A) no later than the end of the first week of February following the end of that period; or
 - (B) such other date agreed to by Wine Australia;
 - (ii) in respect of the second 6 months period of each Financial Year during which the Project is carried out, by:
 - (A) no later than the end of the first week of August following the end of that period; or
 - (B) such other date agreed to by Wine Australia;
 - (iii) as specified in item 10 of the Schedule; and
 - (iv) within 10 Business Days after receiving a request from Wine Australia for a Progress Report.
- (b) Each Progress Report must be in the form prescribed by Wine Australia from time to time on Wine Australia's website (www.wineaustralia.com) and meet all other additional requirements specified in item 10 of the Schedule and the Project Application.

3.3 Timing

A Progress Report is subject to Wine Australia's approval that it meets the requirements of this agreement, which approval must:

- (a) not be unreasonably withheld; and
- (b) be given or refused within 60 Business Days of the receipt by Wine Australia of that Progress Report.

3.4 Notice to Remedy

Wine Australia may at any time after receiving a Progress Report from the Research Organisation, but before approving or refusing to approve it, give the Research Organisation notice requesting it to address any matters included in or omitted from the Progress Report which may, in the opinion of Wine Australia, give rise to a refusal to approve it if not addressed as requested.

3.5 Accuracy of Information

The Research Organisation represents and warrants to Wine Australia that all information provided to Wine Australia in the Project Application and each Progress Report is true, complete and accurate.

4. Project Funding

4.1 Legislative Approvals

Wine Australia's obligation to pay the whole or any part of the Project Funding is conditional upon Wine Australia obtaining and maintaining any and all consents and approvals required pursuant to the *Wine Australia Act 2013* (Cth), the *Commonwealth Authorities and Companies Act 1997* (Cth) or *Public Governance, Performance and Accountability Act 2013* (Cth) as applicable and any other Commonwealth or state legislation.

4.2 Payment of Voluntary Funding Contribution from Research Organisation

A Research Organisation may elect to make a voluntary funding contribution to Wine Australia in the amount listed in Item 8 of the Schedule for the purposes of the Project. Wine Australia shall then pay this voluntary funding contribution as Project Funding in the amount listed in Item 8 of the Schedule.

4.3 Payment of Project Funding

Subject to this agreement (and, in particular, this clause 4), and unless specified otherwise in item 8 of the Schedule or agreed otherwise in writing between the Parties, Wine Australia must during the Funding Period:

- (a) pay the initial half-yearly instalment of the Project Funding to the Research Organisation within 14 days of the Project Start Date or Execution Date, whichever occurs later;
- (b) pay the second half-yearly instalment of the Project Funding to the Research Organisation within 14 days of the approval by Wine Australia of the relevant Progress Report pursuant to clause 3.2(a)(i) or 3.2(a)(ii), as applicable; and
- (c) pay any subsequent instalments of the Project Funding to the Research Organisation by half-yearly instalments, each payable within 14 days of the approval by Wine Australia of the relevant Progress Report pursuant to clause 3.2(a)(i) or 3.2(a)(ii), as applicable.

4.4 Manner of Payment

Unless specified otherwise in item 8 of the Schedule or agreed otherwise in writing between the parties, all payments of Project Funding must be:

- (a) by cheque, delivered to the Research Organisation at its address for service of notices (or such other address notified by the Research Organisation to Wine Australia from time to time); or

- (b) by telegraphic transfer or other means of direct credit of funds to the nominated bank account of the Research Organisation.

4.5 Withheld Project Funding

- (a) Wine Australia may withhold up to 15% of the total Project Funding payable by it to the Research Organisation from the Project Funding paid to the Research Organisation.
- (b) Subject to the Research Organisation's compliance with this agreement, Wine Australia must pay any Project Funding withheld by it pursuant to clause 4.5(a) within 40 Business Days of approval of the Final Report in accordance with clause 14.

4.6 Financial institution accounts

- (a) The Research Organisation must establish and maintain a separate financial institution account or a separate account code within a general ledger account for the Project, or keep such accounts for the Project as to enable the receipt and expenditure of the Project Funding at all times to be clearly and separately identified from other funds held or used by the Research Organisation.
- (b) The Research Organisation's separate financial account, if any, must be with an Australian bank, or a non-Australian bank approved by Wine Australia.
- (c) Upon receipt of any cheque referred to in clause 4.4(a), the Research Organisation must immediately pay the cheque into the account referred to in clause 4.6(b).

4.7 Invoices

Notwithstanding any other provision of this agreement, Wine Australia is not obliged to make a payment of any amount to the Research Organisation until 14 days after it has received a correctly-rendered invoice in respect of that amount.

5. Funding Allocation

5.1 Allocation

The Research Organisation must only use Project Funding for the Project Purposes or as otherwise permitted by this agreement.

5.2 Right to Reallocate

Subject to clause 5.3, the Research Organisation may use Project Funding approved for:

- (a) a Financial Year; and
- (b) specific Project Purposes,

for other Project Purposes during that Financial Year.

5.3 Limitation on Reallocation

During the Term no more than 10% of the Project Funding for the Project may be applied in the manner set out in clause 5.2.

6. Reimbursement of Project Funding

6.1 Reimbursement

- (a) Subject to clause 6.2, the Research Organisation must reimburse to Wine Australia any Project Funding paid by Wine Australia to the Research Organisation in respect of the Project, but not committed or applied by the Research Organisation to the Project, and all Ascertainable Interest earned by the Research Organisation on that amount within 20 Business Days of:
 - (i) the Project End Date;
 - (ii) Wine Australia notifying the Research Organisation that a reimbursement is required following receipt of a Progress Report described in clause 3.2(a)(ii); and
 - (iii) the termination for whatever reason of this agreement.
- (b) The Research Organisation must reimburse to Wine Australia on demand any Project Funding paid by Wine Australia to the Research Organisation in respect of the Project which, in the reasonable opinion of Wine Australia, has been applied by the Research Organisation for any purpose other than the Project Purposes, and all Ascertainable Interest earned by the Research Organisation on that amount.

6.2 Exception

Clauses 6.1(i) and 6.1(iii) do not apply to any Project Funding which Wine Australia has agreed may be:

- (a) retained by the Research Organisation after the Project End Date; or
- (b) applied by the Research Organisation to the Project in the ensuing Financial Year, respectively.

7. Equipment

7.1 Project Equipment

- (a) The Research Organisation may use Project Funding to purchase equipment only if specified in this agreement.
- (b) The Research Organisation must:
 - (i) keep accurate records of any Project Equipment, including details of serial numbers, location, condition and maintenance records; and
 - (ii) provide any such records to Wine Australia upon request.
- (c) Project Equipment is the property of the Research Organisation unless otherwise specified in the Project Application.

7.2 Equipment Requirements

- (a) The Research Organisation may only use Project Equipment for the purposes specified in the Project Application or such other purposes approved in writing by Wine Australia.
- (b) The Research Organisation must not grant an Encumbrance over or Dispose of Project Equipment or its rights to Project Equipment without the prior consent of Wine Australia.
- (c) Subject to clause 7.2(e), the Research Organisation must maintain Project Equipment in good order and repair.

- (d) Subject to clause 7.2(e), the Research Organisation is responsible for repairs to or replacement of any damaged, lost or destroyed Project Equipment.
- (e) The Research Organisation's obligations under clauses 7.2(c) and 7.2(d) do not apply to the extent any maintenance, repairs or replacement is caused or contributed to by:
 - (i) fair wear and tear of that Project Equipment; or
 - (ii) any act or omission, negligence or default of Wine Australia or its Representatives or of any other person other than the Research Organisation or its Representatives, provided that the Research Organisation has taken reasonable steps to prevent loss or damage in these circumstances.

7.3 Disposal

- (a) Within 40 Business Days of:
 - (i) the Project End Date;
 - (ii) the withdrawal or suspension of Project Funding for the Project; or
 - (iii) the termination for whatever reason of this agreement,

Wine Australia may, in relation to Project Equipment which is owned by Wine Australia, by notice given to the Research Organisation either:

 - (iv) offer to Dispose to the Research Organisation that Project Equipment for the price specified in Wine Australia's notice;
 - (v) direct the Research Organisation to use that Project Equipment for another project nominated by Wine Australia (on such terms as apply to that project or otherwise are notified by Wine Australia in writing); or
 - (vi) direct the Research Organisation to deliver, in accordance with good industry practice, the Project Equipment to Wine Australia or any Wine Australia nominee, and the Research Organisation must promptly comply with any direction given for the purposes of this clause 7.3(a).
- (b) An offer by Wine Australia under clause 7.3(a)(iv) is an offer to sell the relevant Project Equipment on such terms (including price) as are set out in the notice of offer and, unless specified otherwise in the notice of offer, the following terms:
 - (i) that the price is payable by the Research Organisation within 20 Business Days of its acceptance of Wine Australia's offer;
 - (ii) that property and risk in the relevant Project Equipment passes from Wine Australia to the Research Organisation on payment of that price in full;
 - (iii) that delivery of the relevant Project Equipment is deemed given and taken on payment of that price in full; and
 - (iv) to the extent permitted by law, that Wine Australia gives no warranties in respect of the relevant Project Equipment.
- (c) The Research Organisation may accept any offer by Wine Australia under clause 7.3(a)(iv) by notice given to Wine Australia within 20 Business Days of the date of that offer.
- (d) If:
 - (i) Wine Australia notifies the Research Organisation of its offer under clause 7.3(a)(iv); and

- (ii) the Research Organisation does not accept that offer,
the Research Organisation must store and maintain the relevant Project Equipment for the period (not exceeding 6 months) required by Wine Australia and provide reasonable access for Wine Australia and any of its Representatives to that Project Equipment until Wine Australia makes another offer or direction in accordance with clause 7.3(a).

7.4 Project Equipment Records

The Research Organisation must, upon request by Wine Australia from time to time, deliver to Wine Australia such records in relation to Project Equipment in the Research Organisation's possession or control as are reasonably required by Wine Australia, to such address as Wine Australia directs.

8. General Obligations

8.1 Due Care, Skill and Diligence

The Research Organisation must carry out the Project with due care, skill and diligence.

8.2 Specific Obligations

Without limiting the generality of clause 8.1, the Research Organisation must, during the Term, in relation to the Project:

- (a) comply with generally accepted professional, scientific and ethical principles and standards;
- (b) comply with all laws and applicable standards including:
 - (i) where the Project involves human beings or animals, the codes adopted for that purpose by the National Health and Medical Research Council;
 - (ii) where the Project involves the use of recombinant DNA techniques, the principles and guidelines established and approved by the Commonwealth Government's Office of the Gene Technology Regulator or its successors;
 - (iii) where the Project involves human beings or animals and the use of recombinant DNA techniques, the requirement (if any) that the Project be approved by any relevant ethics or biosafety committee;
 - (iv) where the Project involves the use of ionising radiation, to ensure that the persons performing procedures involving ionising radiation are appropriately trained and hold a relevant licence from the appropriate authority; and
 - (v) perform all work in connection with the Project in a safe manner and in a way that, so far as reasonably practicable, is without risk to the health, safety and welfare of any person and assists Wine Australia to meet its own obligations and responsibilities under WHS Law;
- (c) comply with all Special Conditions;
- (d) respond promptly in writing to all reasonable queries by Wine Australia;
- (e) carry out the Project at the places specified in the Project Application or such other places as approved by Wine Australia;
- (f) meet each Planned Project Output for the Project and other deadlines as Wine Australia may reasonably impose by notice given to the Research Organisation from time to time;

- (g) contribute the In-Kind Contribution (if applicable);
- (h) commence the Project on the Project Start Date; and
- (i) complete the Project on or before the Project End Date.

8.3 Privacy

Unless the Parties have agreed otherwise in writing, in addition to all other obligations under this agreement, the Research Organisation must, and must ensure its Representatives, comply with its obligations under the Privacy Act and, where:

- (a) any information including Confidential Information provided by the Research Organisation or its Representatives to Wine Australia which includes any Personal Information, ensure that the Research Organisation has given the appropriate notifications or acquired the appropriate consents required by the Privacy Act sufficient for all such Personal Information to be disclosed to Wine Australia and for Wine Australia to use it for the purposes for which the Research Organisation or its Representatives provided it to Wine Australia; and
- (b) any information including Confidential Information provided by Wine Australia to the Research Organisation or its Representatives includes Personal Information, ensure that the Research Organisation and its Representatives also comply with the terms of Wine Australia's Privacy Policy in respect of the collection, use, storage and disclosure of such Personal Information.

9. Project Variations

9.1 No Variation

Neither Wine Australia nor the Research Organisation may vary this agreement without complying with this clause 9, including that they may not:

- (a) amend any of the matters referred to in the Schedule; or
- (b) amend the Project Application in any way, including in any way which may affect the Project Purposes, the Project Equipment, the Project Start Date, the Project End Date or any Planned Project Output.

9.2 Proposed Project Variation

If Wine Australia or the Research Organisation proposes to vary this agreement, it must promptly give notice to the other of the proposal specifying details of, reasons for and likely effect of the proposal on the Project (***Project Variation Request***).

9.3 Effect

- (a) Any Project Variation Request only takes effect if a Variation Approval is issued in respect of that Project Variation Request.
- (b) A Variation Approval may only be issued by Wine Australia.
- (c) A Variation Approval takes effect either from the date it is notified to the Research Organisation or, if expressed to take effect from another date, from that date. This agreement is varied from the date on which the Variation Approval takes effect.

9.4 No Obligation to Approve

- (a) Wine Australia must consider, and may in its sole and absolute discretion approve or refuse to approve, any Project Variation Request made by the Research Organisation pursuant to clause 9.2.
- (b) Any such approval or refusal to approve a Project Variation Request must be in writing.

9.5 No Liability for Additional Work

Wine Australia is only liable to pay for any additional work undertaken or expenditure incurred by the Research Organisation pursuant to any Project Variation Request or Variation Approval to the extent set out in the relevant Variation Approval.

10. Key Personnel

10.1 Appointment

The Research Organisation must ensure that each member of the Key Personnel performs, or ensures performance of, the duties and functions specified in respect of that member in the Project Application.

10.2 Unavailability

If for any reason a member of the Key Personnel will not be able, or is not able, at any time during the Project to continue to perform his or her duties and functions as specified in the Project Application, the Research Organisation must:

- (a) notify Wine Australia of that inability within 20 Business Days of it occurring; and
- (b) ensure that a replacement member approved by Wine Australia, such approval not to be unreasonably withheld, is appointed to perform the relevant duties and functions as soon as practicable and in any event within a further 6 month period.

11. Publications

11.1 Content

- (a) The Research Organisation must ensure that any publication or dissemination of information in relation to the Project:
 - (i) acknowledges the provision by Wine Australia of Project Funding for the Project; and
 - (ii) is true, accurate and not misleading or deceptive in any way.
- (b) Clause 11.1(a) does not detract in any way from the Research Organisation's obligations to comply with clause 28.

11.2 Copies of Publications

- (a) The Research Organisation must ensure in respect of any publication of any information in relation to the Project:
 - (i) where the publication is a research thesis prepared by a post-graduate student as part of a University degree, that a copy of the research thesis is delivered to Wine Australia free of charge within 3 months of assessment of the thesis; or

- (ii) otherwise, that 2 copies of the publication are delivered to Wine Australia free of charge within 1 month of publication or dissemination.
- (b) If Wine Australia requests any copies of a publication which are additional to those described in clause 11.2(a), the Research Organisation must ensure that such additional copies are promptly delivered to Wine Australia, or as Wine Australia directs, on a cost recovery basis.

12. Intellectual Property

12.1 Other Parties

- (a) The Parties may agree in writing that the Project will involve one or more Other Parties.
- (b) If the Project will involve one or more Other Parties, the Research Organisation must, prior to the involvement of an Other Party, ensure that the Other Party executes:
 - (i) a sub-contract with the Research Organisation which includes terms and conditions which allow the Research Organisation to fully comply with its obligations under this agreement; and
 - (ii) a legally-binding deed with Wine Australia (only if requested by Wine Australia), in a form acceptable to Wine Australia, under which the Other Party agrees to be bound by clauses 1, 12, 13, 22, 24, 27 and 28 of this agreement as a Party, and such other provisions as are required by Wine Australia.

12.2 Ownership

- (a) Subject to clause 12.2(b), all Project Intellectual Property is owned by Wine Australia, the Research Organisation and any Other Parties as tenants in common in the proportions specified in item 7 of the Schedule.
- (b) Either Wine Australia or the Research Organisation may at any time (but at no less than 12 monthly intervals) request that Wine Australia, the Research Organisation and any Other Parties agree on any adjustment to the proportions in which they respectively hold Project IP Shares and, in the absence of such agreement, the provisions of clause 22 apply.
- (c) For the purposes of clause 12.2(b), the respective Project IP Shares of Wine Australia, the Research Organisation and any Other Parties must be determined by reference to:
 - (i) any Intellectual Property of either Wine Australia, the Research Organisation or any Other Parties made available for the Project;
 - (ii) the funding for the Project provided by any person other than Wine Australia (which contributions the Research Organisation must promptly notify Wine Australia in writing);
 - (iii) the Project Funding provided by Wine Australia for the Project; and
 - (iv) the contributions of Wine Australia, the Research Organisation or any Other Parties to the Project not referred to in clauses 12.1(c)(i) to 12.1(c)(iii).
- (d) Unless otherwise agreed in writing between Wine Australia, the Research Organisation and any Other Parties, each of Wine Australia, the Research Organisation and the Other Parties retain ownership of their Background Intellectual Property.

12.3 Restrictions

- (a) Neither the Research Organisation nor an Other Party may Dispose of or Encumber the whole or any part of its interest in any Project Intellectual Property or any Product, except with the prior consent of Wine Australia, which must not be unreasonably withheld.
- (b) Wine Australia may Dispose of or Encumber the whole or any part of its interest in any Project Intellectual Property or any Product either:
 - (i) with the prior consent of the Research Organisation and any Other Party, which must not be unreasonably withheld; or
 - (ii) if a Fundamental Change Event as described in clause 24.4 has occurred.
- (c) If Wine Australia, the Research Organisation or an Other Party wishes to Commercialise the Project Intellectual Property or any Product:
 - (i) The Parties will negotiate in good faith the terms upon which any Project Intellectual Property will be commercialised and the way in which proceeds from commercialisation will be distributed, having regard to:
 - (A) the intellectual and financial contribution of each party to the Project;
 - (B) the ownership of any Background IP which is incorporated into or is otherwise necessary to commercialise the Project Intellectual Property;
 - (C) the costs and risks associated with commercialising the Project Intellectual Property; and
 - (D) Wine Australia's obligation to ensure the commercialisation is of benefit to the Australian grape and wine community.
 - (ii) For the avoidance of doubt, except if the circumstances referred to in clause 12.7, no Party may commercially exploit any Project Intellectual Property without the prior written consent of the other Parties and unless and until the Parties have entered into a separate commercialisation agreement with respect to the protection, grant of rights, and payment of royalties in relation to the jointly owned Project Intellectual Property on normal commercial terms.
- (d) Neither Wine Australia nor the Research Organisation nor an Other Party may provide any Background Intellectual Property owned by it for use or development in the Project without giving prior notice to the other Parties setting out full details of that Background Intellectual Property. If a Party has provided such a notification as at the Execution Date, the details of that Background IP are set out in item 11 of the Schedule.

12.4 Permitted Use

- (a) Subject to this agreement, each of Wine Australia, the Research Organisation and the Other Parties have a world-wide, perpetual, irrevocable, non-exclusive, royalty-free and fee-free licence to use, and permit others to use, the Project Intellectual Property for:
 - (i) the purposes of any activities not involving Commercialisation; and
 - (ii) the Commercialisation of any Project Intellectual Property, subject to the Commercialisation occurring in accordance with this agreement.
- (b) Subject to the provisions of clause 12.4(c) each of Wine Australia, the Research Organisation and the Other Parties have a world-wide, non-exclusive, perpetual, irrevocable, royalty free and fee-free licence to use, and permit others to use, the Background Intellectual Property of the others for the purposes of:
 - (i) the Project;

- (ii) administration and reporting requirements; and
 - (iii) the Commercialisation of any Project Intellectual Property, subject to the Commercialisation occurring in accordance with this agreement.
- (c) The provisions of clause 12.4(b) do not apply to the extent that the grant of any such licence by Wine Australia, the Research Organisation or Other Party, as the case may be, constitutes a breach of any agreement to which it is a Party and which was entered into:
- (i) on or before the date of provision of the relevant Background Intellectual Property for use or development in the Project and was disclosed in writing to the others on or before that date; or
 - (ii) after that date with the prior approval of the other Parties in relation to the provisions of clause 12.4(b).
- (d) Unless alternative licence arrangements have been agreed by the Parties, the Research Organisation must obtain for Wine Australia and Other Parties a world-wide, non-exclusive, perpetual, irrevocable, royalty free and fee-free licence to use, and permit others to use, Third Party IP Rights for the purposes of:
- (i) the Project;
 - (ii) administration and reporting requirements; and
 - (iii) the Commercialisation of any Project Intellectual Property, subject to the Commercialisation occurring in accordance with this agreement.
- (e) The Research Organisation must, on request by Wine Australia, produce and deliver to Wine Australia copies of the relevant licences to use Third Party IP Rights or such other information as Wine Australia reasonably requests to demonstrate compliance with clause 12.4(d). The Research Organisation may redact from such licences or information, information that is confidential to Third Parties and not relevant to the Research Organisation's rights to Third Party IP Rights.

12.5 Intellectual Property Identification and Protection

- (a) If particular Project Intellectual Property may be patentable or the subject of other forms of Intellectual Property protection, the Research Organisation must notify Wine Australia and Wine Australia must, in consultation with the Research Organisation and the Other Parties, decide:
- (i) whether the development warrants pursuing patent or other forms of Intellectual Property protection; and
 - (ii) if it does, in which countries protection should be sought.
- (b) The Research Organisation must apply for, maintain and prosecute any form of Intellectual Property protection decided on under clause 12.5(a):
- (i) in the joint names of Wine Australia, the Research Organisation and all relevant Other Parties as tenants-in-common in the Project IP Shares; and
 - (ii) at the cost of Wine Australia, the Research Organisation and all relevant Other Parties in the same proportions as they hold the Project IP Shares unless otherwise agreed.
- (c) Wine Australia, the Research Organisation and each Other Party must each co-operate with the other and promptly do all acts and things and execute all documents which may be necessary for the purpose of:

- (i) vesting ownership of Project Intellectual Property; and
 - (ii) applying for and registering the Project Intellectual Property rights in Australia or elsewhere,
- in accordance with the requirements of this agreement.

12.6 Intellectual Property Infringement

- (a) Unless the Parties have agreed otherwise in writing, each of Wine Australia, the Research Organisation and the Other Parties must ensure that they do not cause another Party to infringe, or authorise acts which infringe, the Intellectual Property rights of any person by failing to disclose any restrictions regarding Intellectual Property that they contribute for the purposes of the Project.
- (b) Each of Wine Australia, the Research Organisation and Other Parties must give prompt notice to the other of any infringement of Project Intellectual Property or any Background Intellectual Property of which it becomes aware.
- (c) Each Party must at the request of another Party give the other Party all assistance which the other Party may reasonably require in order to protect its interest in Project Intellectual Property.
- (d) Where a Party provides another Party with assistance pursuant to clause 12.6(c) the other Party must pay the reasonable and substantiated costs of the assisting Party actually incurred in providing that assistance, unless agreed otherwise.

12.7 Non-commercialisation

- (a) Subject to the provisions of clause 12.7(b), if:
 - (i) in the reasonable opinion of Wine Australia any Project Intellectual Property is capable of Commercialisation; and
 - (ii) within 120 Business Days of notice given to the Research Organisation or Other Party by Wine Australia requiring the Research Organisation or Other Party to Commercialise the Project Intellectual Property, the Research Organisation or Other Party (whichever is applicable) fails either to Commercialise, or to commence and to continue to take reasonable steps to Commercialise, that Project Intellectual Property,

then, in consideration of the payment by Wine Australia of \$1.00 (if demanded) to the Research Organisation or Other Party (as applicable), the Research Organisation or Other Party must:

- (iii) as beneficial and legal owner, promptly assign and transfer to Wine Australia all of the Research Organisation's or Other Party's right, title and interest in and to that Project Intellectual Property; and
 - (iv) do all acts and sign and deliver to Wine Australia all documents necessary or desirable for effecting the assignment or transfer or registering the change in title to that Project Intellectual Property.
- (b) The provisions of clause 12.7(a) do not apply to the extent that any assignment and transfer of the Research Organisation's or Other Party's right, title and interest in and to the relevant Project Intellectual Property constitutes a breach by the Research Organisation or Other Party of any agreement to which the Research Organisation or Other Party is a party and which:

- (i) in relation to the Research Organisation, was entered into on or before the date of this agreement and was disclosed by the Research Organisation to Wine Australia in the Project Application;
- (ii) in relation to an Other Party, was entered into on or before the date on which the Other Party executed the first of the agreements described in clause 12.1(b) and was disclosed by the Other Party to the Research Organisation and Wine Australia in writing prior to that date; or
- (iii) is entered into after the date of this agreement with the prior consent of Wine Australia in relation to the provisions of clause 12.7(a).

12.8 Moral Rights

Unless the Parties have agreed otherwise in writing, the Research Organisation must ensure that the uses, as contemplated by this agreement, of the:

- (a) Project Intellectual Property;
- (b) Products;
- (c) Background Intellectual Property owned by the Research Organisation or Other Parties; and
- (d) Third Party IP Rights,

will not infringe the Moral Rights of any person.

12.9 Provision of Materials

Unless the Parties have agreed otherwise in writing, so that Wine Australia may exercise all its rights in accordance with this agreement, the Research Organisation and Other Party must deliver to Wine Australia upon request or as otherwise set out in the Schedule or Project Application copies of all materials and other subject matter in which:

- (a) Project Intellectual Property subsists;
- (b) Background Intellectual Property owned by the Research Organisation or an Other Party subsists; and
- (c) Third Party IP Rights subsist.

12.10 IP Register

- (a) Unless agreed otherwise in writing, the Research Organisation must maintain throughout the Term a register of all Project Intellectual Property, Background IP and Third Party IP Rights created or used in connection with the Project.
- (b) The Research Organisation must ensure that, to the extent practicable, the IP Register specifies the following details with regard to the Intellectual Property described in clause 12.10(a):
 - (i) the owner of the Intellectual Property;
 - (ii) a description of the Intellectual Property; and
 - (iii) any restrictions on the use of Intellectual Property (including encumbrances, licence conditions, security requirements and royalty or fee arrangements).
- (c) The Research Organisation must submit an up-to-date and complete copy of the IP Register with each Progress Report and Final Report.

13. Income

13.1 Division

Wine Australia, the Research Organisation and the Other Parties must share all income and other benefits derived from the Project, excluding the Project Funding but including the net proceeds of a Disposal of any Intellectual Property in connection with, or any results of, the Project, between them in the Project IP Shares.

13.2 Payment

Each of Wine Australia, the Research Organisation and the Other Parties must:

- (a) account to the others for all net income and other benefits received by it which are derived from the Project excluding the Project Funding; and
- (b) within 20 Business Days of receipt of any such income or other benefits pay to the other its Project IP Share of that net income or those benefits with documentation substantiating the payment.

14. Final Reports

14.1 Obligation to Provide

The Research Organisation must submit to Wine Australia a Final Report in respect of the Project on the earliest of:

- (a) the Project End Date; or
- (b) within 60 Business Days of the withdrawal of Project Funding; or
- (c) within 60 Business Days of the termination for whatever reason of this agreement.

14.2 Content

The Final Report must be prepared in plain English and, except to the extent otherwise agreed in writing between Wine Australia and the Research Organisation, contain the information and be in the format prescribed by Wine Australia's guidelines for the preparation of Final Reports as published at the time of preparation of the Final Report on Wine Australia's website (www.wineaustralia.com).

14.3 Edited Version

Where the Final Report contains Confidential Information, Wine Australia and the Research Organisation may agree to produce an additional version of the Final Report in a form suitable for general distribution.

14.4 Copies

The Research Organisation must submit:

- (a) an electronic copy of the Final Report in Microsoft Word or RTF format to Wine Australia free of charge; and
- (b) an additional version of the Final Report as described in clause 14.3, if required, to Wine Australia free of charge.

14.5 Further Information

The Research Organisation must provide to Wine Australia any information reasonably required by Wine Australia in relation to the Final Report.

15. Records

15.1 Obligation to Maintain

- (a) The Research Organisation must maintain full and accurate accounting records in relation to the use of the Project Funding and its expenditure on the Project. Such records must:
 - (i) be kept complete and up to date;
 - (ii) record all Project Funding received and expended;
 - (iii) be kept in a manner that permits them to be conveniently and properly audited;
 - (iv) meet applicable Australian accounting standards;
 - (v) relate only to the Project; and
 - (vi) clearly demonstrate how the Project Funding has been managed and expended in accordance with the requirements set out in this agreement.
- (b) The Research Organisation must obtain invoices or receipts or other appropriate records for all expenditure relating to the Project and must retain such invoices, receipts and records for at least 7 years after the Project End Date.

15.2 Copies of Records

The Research Organisation must on request provide to Wine Australia copies of the Project Accounting Records.

15.3 Retention

The Research Organisation must retain all Project Accounting Records for a period of 7 years after the Project End Date.

16. Audit

16.1 Audits by Wine Australia and its Representatives

Wine Australia or its Representatives may, at any time, conduct audits relevant to the performance of the Research Organisation's obligations under this agreement.

16.2 Access

The Research Organisation must allow, and must ensure that its Representatives allow, any person referred to in clause 16.1:

- (a) access to:
 - (i) Key Personnel and other Project staff;
 - (ii) the places in which the Project is carried out; and
 - (iii) Project Accounting Records and all other supporting data, documents and information (in whatever form) in relation to the Project in a data format and

storage medium accessible by Wine Australia using commonly-available computer hardware and software; and

- (b) to take copies at Wine Australia's cost of any of the Project Accounting Records or other data, documents or information described in this clause 16.2,

as may reasonably be required by Wine Australia or its Representatives from time to time during the Funding Period and for a period of 7 years thereafter.

16.3 Auditor-General and Information Commissioner

- (a) The rights of Wine Australia under clauses 16.1 and 16.2 apply equally to the Auditor-General or a delegate of the Auditor-General (including an employee of the Australian National Audit Office), or the Information Commissioner or a delegate of the Information Commissioner, for the purpose of performing the Auditor-General's or Information Commissioner's statutory functions or powers.
- (b) The Research Organisation and its Representatives must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Information Commissioner's or his or her delegate's requirements, notified under clause 16.3(a), provided such requirements are legally enforceable and within the power of the Auditor-General, the Information Commissioner, or his or her respective delegate.
- (c) Nothing in this agreement reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Information Commissioner or a delegate of the Information Commissioner. The rights of Wine Australia under this agreement are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Information Commissioner or a delegate of the Information Commissioner.

16.4 Parties' Obligations in Relation to Audits

- (a) Each Party and its Representatives must bear their own costs of any audits.
- (b) The Research Organisation remains responsible for performing its obligations under this agreement notwithstanding any exercise of rights by any person under this clause 16.

17. Conflict of Interest

17.1 Disclosure

The Research Organisation must:

- (a) immediately disclose to Wine Australia any actual or potential conflict of interest which may exist or might reasonably be thought to exist between the interests of the Research Organisation or its Representatives and the interests of Wine Australia; and
- (b) at the request of Wine Australia, within 20 Business Days or such further period as is reasonable in the circumstances, take such steps as Wine Australia considers are necessary and reasonable to remove any conflict of interest referred to in clause 17.1(a); and
- (c) not carry on or be interested in any business or activity which may prejudice Wine Australia or the Project.

17.2 No Conflict of Interest

The Research Organisation warrants to Wine Australia that, to the best of its knowledge, at the Project Start Date no conflict of interest exists which is likely to affect the performance of its obligations under this agreement.

18. Insurance

18.1 Obligation to Insure

Subject to clause 18.6, the Research Organisation must with effect from the Project Start Date effect and maintain the following insurance policies:

- (a) a public liability insurance policy in respect of liability for death or injury to any person and loss, damage or destruction of any property whatever, caused or contributed to by any negligent act, negligent omission or default of the Research Organisation or its Representatives in connection with this agreement (**PL Policy**);
- (b) a professional indemnity policy in respect of liability for any breach of professional duty by the Research Organisation, its officers, employees, agents, consultants or contractors caused by or arising out of any negligent act, negligent omission or default of the Research Organisation or its officers, employees, agents, consultants or contractors in performance of any services in connection with the Project (**PI Policy**); and
- (c) if any Project Equipment is to be used at any time during the Term by the Research Organisation for purposes of carrying out the Project, an industrial special risks insurance policy in respect of liability for loss, damage or destruction of any or all of the Project Equipment however arising (**ISR Policy**).

18.2 General Requirements

Each of the insurance policies referred to in clause 18.1 must:

- (a) unless otherwise agreed with Wine Australia, operate on an events occurring basis, or on a claims made basis, provided always that a claim may be made during the Term or for a period of six years following its ending (however that occurs);
- (b) be effected and maintained with a reputable insurer lawfully carrying on business in Australia;
- (c) provide:
 - (i) in the case of the PL Policy, that the number of claims made or reported is unlimited in respect of any single accident or event for an amount of not less than \$20,000,000;
 - (ii) in the case of the PI Policy for an amount of not less than \$10,000,000 in respect of any one claim and in aggregate; and
 - (iii) in the case of the ISR Policy, for the full replacement value of the Project Equipment,

or, in each case, for such other amount as Wine Australia may from time to time reasonably require.

18.3 Evidence of Insurance

The Research Organisation must, on request by Wine Australia, produce and deliver to Wine Australia evidence that each of the policies referred to in clause 18.1 have been effected and are current.

18.4 No Prejudice

The Research Organisation must not do, permit or suffer to be done any act, matter, thing or omission whereby any of the policies referred to in clause 18.1 may be vitiated, rendered void or voidable.

18.5 Workers Compensation and Other Insurance

The Research Organisation must ensure that at all times:

- (a) it is registered as an employer or is an exempt employer under the provisions of any relevant workers compensation legislation and it complies with the provisions of that legislation applicable to it; and
- (b) any insurance which is compulsory under the laws for the time being in force in any State or Territory which apply to the Research Organisation and in the Commonwealth of Australia is effected and maintained by it.

18.6 Alternative Arrangements

- (a) Wine Australia may from time to time upon the request of the Research Organisation consent to any or all of the provisions of this clause 18 not applying to the Research Organisation for the whole or any portion of the Term.
- (b) Where clause 18.6(a) applies so as to relieve the Research Organisation from the obligation to effect and maintain any insurance policy referred to in clause 18.1, the Research Organisation warrants that its self insurance arrangements apply to any Claim to which the relevant insurance policy would have applied had it been effected and maintained.
- (c) The warranty referred to in clause 18.6(b) is given by the Research Organisation as at the date of Wine Australia's consent relieving the Research Organisation from the obligation to effect and maintain the relevant insurance policy and is repeated on each day during the period to which Wine Australia's consent relates.

19. Work Health and Safety

19.1 General Duties

Without limiting the general obligation to comply with WHS Law at all times in performing any work in connection with the Project ("the Work"), the Research Organisation must:

- (a) always act in a safe manner;
- (b) ensure that when carrying out the Work, it does so in a way that, so far as reasonably practicable, is without risk to the health, safety or welfare of any person;
- (c) eliminates health and safety risks so far as is reasonably practicable;
- (d) ensure that any worker, employee, volunteer, student, contractor, subcontractor or any other person who is performing the Work (*Personnel*) also complies with the obligations under this clause 19;

- (e) before commencement of the Work, prepare a WHS Plan which must include having documented safe work practices and procedures for Personnel and the safe manner in which the Work is to be performed;
- (f) ensure that the WHS Plan is reviewed, revised and updated regularly; and
- (g) consult, cooperate and coordinate with Wine Australia and any other duty holder in relation to the same matter as required by WHS Law.

19.2 Notification

In performing the Work, the Research Organisation must:

- (a) ensure that Wine Australia is notified immediately if, as a result of performing the Work, the Research Organisation or Personnel are required to report any notifiable incident (within the meaning of WHS Law) or where there has been any work related accident, incident, near miss or exposure related to the Work; and
- (b) immediately inform Wine Australia if an inspector appointed under WHS Law enters a workplace where the Work is being performed in relation to a work health or safety matter that is related to the Work.

19.3 Continuous Improvement

As part of a framework for continuous improvement, the Research Organisation must ensure that there are adequate processes in place to identify, assess and proactively control risks at the workplace where the Work is performed.

19.4 Licensing

If under WHS Law there is a requirement for a person who is undertaking the Work to be licensed, authorised, qualified, trained or skilled, the Research Organisation must ensure that the person has the appropriate licence, authorisation, qualification, training or the necessary skills to carry out the work safely.

19.5 The Project

In delivering the Project and all Products, the Research Organisation must comply with the provisions of the WHS Law that impose duties on the persons that design, manufacture, import or supply plant, substances or structures.

20. Force Majeure

20.1 Notice

If either Wine Australia or the Research Organisation becomes wholly or partly unable because of Force Majeure to perform any of its obligations under this agreement (other than an obligation to pay any amount), then the Party affected by the Force Majeure must give the other Party notice of the Force Majeure specifying:

- (a) details of the Force Majeure;
- (b) insofar as is known, the probable scope of the Force Majeure; and
- (c) insofar as it is known, the probable duration for which it will be unable to perform the relevant obligation,

and the relevant obligation is deemed to be suspended, but:

- (d) the suspension is of no greater scope nor longer duration than the consequences of the relevant event of Force Majeure; and
- (e) the Party affected by the Force Majeure must use all reasonable endeavours to counter it or to otherwise remedy its inability to perform.

20.2 No Obligation

Nothing in clause 20.1(e) requires either Wine Australia or the Research Organisation to:

- (a) settle any strike or other labour dispute otherwise than on terms acceptable to it; or
- (b) contest the validity or enforceability of any law, regulation or order, or determination of any governmental or statutory authority, by way of legal proceedings.

20.3 Termination

Either Wine Australia or the Research Organisation may terminate this agreement by not less than 10 Business Days' notice given to the other if by reason of Force Majeure claimed by the other the other is prevented from performing its obligations under this agreement for a continuous period of 6 months.

21. Liability

21.1 Research Organisation Liability

- (a) Subject to clauses 21.2 and 21.6, the Research Organisation must indemnify, and keep indemnified, a Wine Australia Indemnified Person from and against any and all Claims suffered or incurred by, or brought or made against, Wine Australia Indemnified Person to the extent caused or contributed to by:
 - (i) any breach by the Research Organisation of this agreement or any law;
 - (ii) the infringement of any Intellectual Property rights arising from the use of the Project Intellectual Property, Products or Background IP provided by the Research Organisation as contemplated by this agreement (whether owned by the Research Organisation or an Other Party or whether Third Party IP Rights);
 - (iii) any malicious, fraudulent, negligent, unlawful or wilful act or omission by the Research Organisation or its Representatives;
 - (iv) any damage to any property, or injury or death to any person, caused or contributed to by the Research Organisation or its Representatives; or
 - (v) any taxation of any nature imposed on the payment of any monies to Wine Australia Indemnified Person by way of indemnity under this clause 21.1.
- (b) If Wine Australia wishes to enforce an indemnity under this clause 21.1 it must:
 - (i) give written notice to the Research Organisation as soon as reasonably practical;
 - (ii) subject to the Research Organisation agreeing to comply at all times with clause 21.1(c), permit the Research Organisation, at the Research Organisation's expense, to conduct all negotiations for settlement and, as permitted by law, to control and direct any settlement negotiation or litigation that may follow; and
 - (iii) in the event that the Research Organisation is permitted to conduct negotiations or conduct litigation on behalf of Wine Australia under clause 21.1(b)(ii), provide

- all reasonable assistance to the Research Organisation in the handling of any negotiations and litigation at the Research Organisation's expense.
- (c) In the event that the Research Organisation is permitted to conduct negotiations or litigation on behalf of Wine Australia under clause 21.1(b)(ii), the Research Organisation must:
 - (i) comply with government policy and obligations, as if the Research Organisation were Wine Australia, relevant to the conduct of the litigation and any settlement negotiations (including but not limited to the Commonwealth Legal Services Directions) and any direction given by the Attorney-General to Wine Australia;
 - (ii) keep Wine Australia informed of any significant developments relating to the conduct of the litigation and any settlement negotiations;
 - (iii) provide to Wine Australia such information and documentation as are reasonably requested by Wine Australia, to enable it to ascertain whether settlement by the Research Organisation of any claim is being conducted in accordance with the requirements of the Commonwealth Legal Services Directions, including any requirements relating to legal professional privilege and confidentiality; and
 - (iv) comply with all conditions imposed by Wine Australia (including any condition requiring the provision of a financial undertaking).

21.2 Proportional Reduction

The Research Organisation's liability under clause 21.1 of this agreement will be reduced proportionately to the extent that any breach of this agreement by a Wine Australia Indemnified Person or any act or omission involving fault on the part of a Wine Australia Indemnified Person contributed to the relevant liability or loss.

21.3 Wine Australia Liability

Subject to clauses 21.4, 21.5 and 21.6 Wine Australia will be responsible for any and all Claims suffered or incurred by, or brought or made against, a Research Organisation Indemnified Person to the extent caused or contributed to by:

- (a) any breach by Wine Australia of this agreement or any law;
- (b) any damage to any property, or injury or death to any person, caused or contributed to by Wine Australia or its Representatives;
- (c) any malicious, fraudulent, negligent, unlawful or wilful act or omission by Wine Australia or its Representatives; and
- (d) any taxation of any nature imposed on the payment of any monies to the Research Organisation under this clause 21.3.

21.4 Proportional Reduction

Wine Australia's liability under clause 21.3 of this agreement will be reduced proportionately to the extent that any breach of this agreement by a Research Organisation Indemnified Person or any act or omission involving fault on the part of a Research Organisation Indemnified Person contributed to the relevant liability or loss.

21.5 Wine Australia Limitation of Liability

The liability of Wine Australia arising out of or in connection with this agreement is limited to an amount equal to the total Project Funding paid or due to be paid under this agreement in the 12 month period immediately preceding the event giving rise to the liability.

21.6 Exclusion of Consequential Loss

Neither Party will be liable to the other Party for any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

21.7 Rights Held on Trust

When this clause 21 provides a benefit to a person who is not a Party to the agreement, that benefit will be held on trust for that person by the Party through whom those rights are obtained and that benefit may be exercised by the person as beneficiary under the trust or on their behalf by that Party as trustee.

22. Disputes

22.1 Nature of Disputes

All disputes or differences between the Parties in any way in relation to this agreement (***Dispute***), excluding Disputes in relation to clauses 23 and 24, will be dealt with in accordance with this clause 22.

22.2 Procedure

- (a) The Party claiming that a Dispute exists (***Disputing Party***) must give notice to the other Party that a Dispute exists specifying the details of the Dispute.
- (b) The Parties' representatives must promptly and in good faith attempt to resolve the Dispute.
- (c) If the Dispute is not resolved in accordance with clause 22.2(b) within 10 Business Days of the giving of notice under that clause, the Parties, represented by their respective executive directors or chief executive officers, must promptly and in good faith attempt to resolve the Dispute.
- (d) If the Dispute is not resolved in accordance with clause 22.2(c), within a further period of 20 Business Days, the Dispute will be referred to an Expert for determination (***Determination***).
- (e) The Expert is an expert and not an arbitrator.
- (f) The Determination is final and binding on the Parties.
- (g) Unless otherwise agreed between the Parties:
 - (i) the place of the proceedings for the purposes of the Determination will be Adelaide, South Australia;
 - (ii) each Party is entitled to legal representation at all stages of the Determination;
 - (iii) the proceeding for the purposes of the Determination will be conducted in accordance with the laws of evidence;
 - (iv) each Party bears its own costs and expenses in relation to the Determination;
 - (v) each Party will pay in equal shares the Expert's fees and expenses and the cost of the Determination including room hire (if any);
 - (vi) the Expert must provide its Determination to the Parties in writing, with reasons for the Determination and within 10 Business Days of the conclusion of the hearing of the dispute; and

- (vii) the *Industrial Referral Agreements Act 1986* (SA) does not apply to the resolution of any dispute under this clause 22.

22.3 Compliance Required before Commencing Proceedings

- (a) Subject to clauses 22.1 and 22.3(b), each Party must comply with clause 22.2 before commencing proceedings for any claim, relief or remedy, whether by way of proceedings in a court or tribunal of competent jurisdiction or otherwise.
- (b) Clause 22.3(a) does not preclude a Party from seeking urgent interlocutory relief in a court of competent jurisdiction.

23. Withdrawal and Suspension of Project Funding

23.1 Wine Australia's Rights

Subject to clause 23.2, Wine Australia may by notice to the Research Organisation withdraw, suspend or further suspend the provision of Project Funding:

- (a) if the amount of Revenue for any Financial Year reasonably expected by Wine Australia is less than 90% of the amount of Revenue for the immediately preceding Financial Year;
- (b) if the Research Organisation fails to submit to Wine Australia a Progress Report or the Final Report for the Project by the required date and does not remedy that failure within 20 Business Days of a notice from Wine Australia requiring it to do so;
- (c) if Wine Australia, acting reasonably, refuses to approve a Progress Report or the Final Report for the Project submitted to it by the Research Organisation;
- (d) if the Research Organisation fails to achieve a Planned Project Output by the required date and does not remedy that failure within 20 Business Days of a notice from Wine Australia requiring it to do so;
- (e) if the Research Organisation fails to complete the Project by the Project End Date and does not remedy that failure within 20 Business Days of a notice from Wine Australia requiring it to do so;
- (f) if the Research Organisation fails to replace a member of Key Personnel for the Project in accordance with clause 10.2(b); or
- (g) if the Research Organisation otherwise commits a breach of this agreement and, if that breach is capable of being remedied, fails to remedy that breach within 20 Business Days of the breach being committed.

23.2 Notification of Periods

If Wine Australia suspends Project Funding it must specify in its notice the period of suspension and, where suspended under clause 23.1(a), any extension of time for the achievement of any Planned Project Output, the Project Start Date or the Project End Date.

23.3 Obligations Remain

Subject to clause 23.2, during any period of suspension of Project Funding pursuant to clauses 23.1(b), 23.1(c), 23.1(d), 23.1(e), 23.1(f) or 23.1(g), the Research Organisation remains obliged to continue to perform its obligations under this agreement in respect of the Project.

23.4 Without Prejudice

Wine Australia's rights under this clause 23 are without prejudice to its other rights under this agreement or otherwise.

24. Termination

24.1 Insolvency Event

If an Insolvency Event occurs in respect of a Party the other Party may immediately terminate this agreement.

24.2 Termination by Wine Australia

Wine Australia may immediately terminate this agreement by written notice to the Research Organisation if:

- (a) the Research Organisation commits a breach of its obligations under this agreement and, if that breach is capable of being remedied, fails to remedy that breach within 20 Business Days of notice from Wine Australia requiring it to do so;
- (b) in the reasonable opinion of Wine Australia, the Research Organisation is not conducting the Project in a competent and diligent manner;
- (c) in the reasonable opinion of Wine Australia, the Project is unlikely to achieve its objectives or any Planned Project Output;
- (d) in the reasonable opinion of Wine Australia, any Progress Report, Final Report or other information regarding the Project submitted to it by the Research Organisation contains any information which is fraudulent, misleading or deceptive in any way or the Research Organisation has acted fraudulently or dishonestly in carrying out the Project;
- (e) Wine Australia refuses to approve a Progress Report submitted to it by the Research Organisation;
- (f) Wine Australia's finances do not, in the reasonable opinion of Wine Australia, enable it to continue to fund the Project;
- (g) in the reasonable opinion of Wine Australia, the Project is not, or has ceased to be, relevant to the objectives or functions of Wine Australia or otherwise ceases to be of value to the Australian grape and wine industry; or
- (h) it would, in the reasonable opinion of Wine Australia, be in the best interests of the Australian grape and wine industry for Wine Australia to cease to fund the Project so as to enable Wine Australia to fund one or more proposed research projects that may, in the opinion of Wine Australia, be of exceptional benefit to the industry;
- (i) in the reasonable opinion of Wine Australia, the Research Organisation has received sufficient funding for the Project from other sources;
- (j) in the reasonable opinion of Wine Australia, the Research Organisation has not managed or used the Project Funding in accordance with the requirements of this agreement;
- (k) the Research Organisation has failed to contribute the In-Kind Contribution in part or in full; or
- (l) Wine Australia has withdrawn, suspended or further suspended the provision of Project Funding in accordance with clause 23 and the withdrawal, suspension or further suspension has continued for a continuous period of not less than 3 months,

and, in the circumstances referred to in clauses 24.2(b), 24.2(c), 24.2(e) or 24.2(i) Wine Australia has first given the Research Organisation an opportunity to provide reasons as to why this agreement should not be terminated.

24.3 Reasons

Wine Australia's and Research Organisation's obligations to perform this agreement will be suspended while Wine Australia requests and, if applicable, the Research Organisation provides within a reasonable time, reasons in accordance with clause 24.2 in the circumstances referred to in clauses 24.2(b), 24.2(c), 24.2(d), 24.2(e) or 24.2(i).

24.4 Fundamental Change

- (a) Wine Australia must give the Research Organisation notice within 10 Business Days of Wine Australia becoming aware that any of the following events (**Fundamental Change Events**) will occur:
 - (i) any sale, transfer or other disposal of all or a substantial part of the assets or undertaking of Wine Australia;
 - (ii) any merger or amalgamation between Wine Australia and any other person;
 - (iii) any reconstruction or other restructure of Wine Australia; or
 - (iv) any amendment to, or repeal of the *Wine Australia Act 2013* (Cth) or any regulations under that Act which:
 - (A) changes the primary industry or class of primary industries in respect of which Wine Australia is established so as to exclude the grape industry and/or the wine industry; or
 - (B) changes any of the functions or powers of Wine Australia so as to preclude or materially limit the capacity or power of Wine Australia to provide Project Funding to the Research Organisation pursuant to this agreement.
- (b) Any notice given by Wine Australia pursuant to clause 24.4(a) must specify:
 - (i) details of the relevant Fundamental Change Event; and
 - (ii) the date upon which Wine Australia anticipates that Fundamental Change Event will occur.
- (c) At any time after a Fundamental Change Event has occurred of which Wine Australia has given the Research Organisation notice pursuant to clause 24.4(a), Wine Australia may terminate this agreement by giving the Research Organisation not less than 60 Business Days' notice.
- (d) During the period from the occurrence of a Fundamental Change Event to the date of termination of this agreement by reason of the occurrence of that Fundamental Change Event, Wine Australia is not obliged to perform any of its obligations under this agreement to the extent that it would be impossible, unlawful or constitute a breach of any contract, arrangement or understanding relating in any way to the Fundamental Change Event, for Wine Australia to do so.

24.5 Project Intellectual Property

- (a) Subject to the provisions of clause 24.5(b), if this agreement is terminated by Wine Australia:
- (i) pursuant to clause 24.1 by reason of an Insolvency Event occurring in respect of the Research Organisation; or
 - (ii) pursuant to clause 24.2 by reason of a breach by the Research Organisation of its obligations under this agreement,
- then, upon such termination and in consideration of the payment by Wine Australia of \$1.00 (if demanded) to the Research Organisation and Other Parties, the Research Organisation and Other Parties must:
- (iii) as beneficial and legal owner, assign and transfer to Wine Australia all of the Research Organisation's and Other Parties' right, title and interest in and to that Project Intellectual Property; and
 - (iv) do all acts and sign and deliver to Wine Australia all documents necessary or desirable for effecting the assignment or transfer and registering the change in title to that Project Intellectual Property in Wine Australia.
- (b) The provisions of clause 24.5(a) do not apply to the extent that any assignment and transfer of any of the Research Organisation's or Other Parties' right, title and interest in and to any or all Project Intellectual Property constitutes a breach by the Research Organisation or Other Parties of any agreement to which the Research Organisation or Other Party is a party and which:
- (i) in relation to the Research Organisation, was entered into on or before the date of this agreement and was disclosed by the Research Organisation to Wine Australia in the Project Application;
 - (ii) in relation to an Other Party, was entered into on or before the date on which the Other Party executed the first of the agreements described in clause 12.1(b) and was disclosed by the Other Party to the Research Organisation and Wine Australia in writing prior to that date; or
 - (iii) is entered into after the date of this agreement with the prior approval of Wine Australia in relation to the provisions of clause 24.5(a).

24.6 Consequences of Termination

- (a) Subject to clause 24.7, if this agreement is terminated for any reason, Wine Australia's obligations to pay the Project Funding cease immediately from the date of termination.
- (b) If this agreement is terminated under clauses 24.2(f), 24.2(g) or 24.2(h) only, Wine Australia will reimburse the unavoidable and substantiated amounts which have been committed by the Research Organisation as at the date of notification of termination.
- (c) Subject to clauses 24.6(a) and 24.6(b), neither Wine Australia nor the Research Organisation has any Claim against the other arising from or out of any termination of this agreement, if such termination is in accordance with the provisions of this agreement.

24.7 Without Prejudice

Termination of this agreement is without prejudice to any rights (including any rights to make a Claim) which accrued prior to termination.

25. Representations and Warranties

The Research Organisation represents and warrants to Wine Australia that as at the date of this agreement:

- (a) it is validly existing under the laws of its place of incorporation or registration;
- (b) it has the power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement;
- (c) the entry by it into this agreement will not contravene its constitution or any law;
- (d) it has taken all necessary action to authorise its entry into this agreement; and
- (e) its obligations under this agreement are valid and binding and enforceable against it in accordance with their terms.

26. GST

26.1 Interpretation

Words or expressions used in this clause 26 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

26.2 Consideration GST Exclusive

Unless expressly stated otherwise, all amounts payable or consideration to be provided under this agreement are expressed exclusive of GST.

26.3 Gross Up of Consideration

Despite any other provision in this agreement, if a Party (*Supplier*) makes a taxable supply to another Party (*Recipient*) under or in connection with this agreement for consideration which is not expressly stated to include GST:

- (a) the consideration payable or to be provided for that taxable supply under this agreement but for the application of this clause (*GST exclusive consideration*) is increased by, and the Recipient must also pay to the Supplier, an additional amount equal to the GST payable by the Supplier on that taxable supply;
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or is provided; and
- (c) the Supplier must provide to the Recipient a tax invoice or adjustment note in respect of the taxable supply as required by law and the Recipient is not obliged to make a payment in respect of that taxable supply unless the Supplier has provided that tax invoice or adjustment note to the Recipient.

26.4 Adjustment Events

If an adjustment event arises in respect of a taxable supply made under this agreement, the additional amount payable under clause 26.3(a) will be adjusted to reflect the adjustment event. A corresponding payment must be made by the recipient to the supplier, or by the supplier to the recipient, as the case may be.

26.5 Reimbursements

If a payment to a Party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.

27. Notices

27.1 Manner of Giving

Any notice, order, instruction, consent, approval, demand, request or other provision of information or communication in connection with this agreement (**Communication**) must be in writing and signed by or for the sender.

27.2 Manner of Delivery

Communications must be delivered by post, hand, fax or email:

- (a) to Wine Australia at the relevant address specified in item 2 of the Schedule;
- (b) to the Research Organisation to the relevant address specified in item 1 of the Schedule; and
- (c) to an Other Party, to the address specified by the Other Party in an agreement referred to in clause 12.1(b) or as otherwise agreed by the Parties in writing.

27.3 When Delivered

- (a) Communications will be taken to be duly given:
 - (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, 2 Business Days after the date of posting (if posted to an address in the same country) or 7 Business Days after the date of posting (if posted to an address in another country);
 - (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error; and
 - (iv) in the case of email, on receipt by the sender of an automatically-generated transmission from the sender's computer showing that the Communication has been received.
- (b) If the result under clause 27.3(a) is that a Communication would be taken to be given on a day that is not a Business Day, then it will be taken to have been given on the next Business Day.

28. Confidentiality and Publicity

28.1 Confidentiality

Subject to clause 28.2 and unless the Parties agree otherwise in writing, Wine Australia, the Research Organisation and the Other Parties must each keep strictly confidential all Confidential Information provided to it by another Party in connection with this agreement.

28.2 Exceptions

The provisions of clause 28.1 do not apply to:

- (a) Confidential Information lawfully obtained from any third person or lawfully developed by a Party, other than as a result of a breach of this agreement;
- (b) Confidential Information required to be disclosed by law or pursuant to the rules of any securities exchange;
- (c) disclosure by a Party to its legal or other advisers, subject to the relevant adviser entering into a confidentiality undertaking in a form reasonably satisfactory to the non-disclosing Party;
- (d) subject to the provisions of clause 28.3, disclosure of Confidential Information reasonably necessary to perform the Project;
- (e) subject to the provisions of clause 28.3, disclosure of information for the purposes of, or in connection with, the Commercialisation of any Project Intellectual Property pursuant to this agreement;
- (f) information disclosed by Wine Australia to the responsible Minister or in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (g) information disclosed to an auditor; and
- (h) disclosure of information which the owning Party has agreed in writing may be disclosed, provided such disclosure is in accordance with the terms of that agreement.

28.3 Intellectual Property

The Research Organisation and the Other Parties undertake to Wine Australia that they shall not disclose any information to any person which would, or might be likely to, affect or prejudice in any way any Intellectual Property held or capable of being held in relation to the Project, except as expressly permitted by clause 28.2.

28.4 Announcements

- (a) Except:
 - (i) as required by law or any applicable securities exchange;
 - (ii) if made by a Minister or a House or a Committee of the Parliament of the Commonwealth of Australia; or
 - (iii) as agreed otherwise by the Parties in writinga Party shall not make or issue, or suffer to be made or issued, any public statement, public announcement or media release concerning this agreement without the prior consent of the other Parties, such consent not to be unreasonably withheld.
- (b) The Parties must, whenever appropriate, endeavour to issue joint statements regarding the Project or Project Intellectual Property.

28.5 Public Debate

For the avoidance of doubt, no right or obligation arising from this agreement is to be read or understood as limiting the Research Organisation's or an Other Party's rights to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents.

29. General Provisions

29.1 Entire Agreement

This agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings between the Parties in connection with it.

29.2 Amendment

No amendment or variation of this agreement is valid or binding on a Party unless made in writing executed by all Parties.

29.3 Assignment and Subcontracting

- (a) The rights and obligations of each Party under this agreement are personal.
- (b) Those rights and obligations cannot be Disposed of, Encumbered or otherwise dealt with and no Party may attempt, or purport, to do so without the prior consent of all Parties, except to the extent that a Disposal occurs by Wine Australia due to a Fundamental Change Event as described in clause 24.4.
- (c) The Research Organisation must not enter into any sub-contract for the whole or any part of the Project without the prior approval of Wine Australia.
- (d) Despite any sub-contracting, the Research Organisation remains entirely responsible for the delivery of the Project.

29.4 No Waiver

- (a) No failure to exercise nor any delay in exercising any right, power or remedy by a Party operates as a waiver.
- (b) A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A waiver is not valid or binding on the Party granting that waiver unless made in writing.

29.5 Further Assurances

Each Party agrees to do all things and sign all documents necessary or desirable to give full effect to the provisions of this agreement and the transactions contemplated by it.

29.6 No Merger

- (a) The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this agreement.
- (b) Those rights and obligations will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.
- (c) Without limiting the generality of clauses 29.6(a) and 29.6(b), all clauses which either expressly or by implication provide that they survive the expiry or termination of this agreement continue in full force and effect notwithstanding the expiry or termination of this agreement. This includes the provisions of clauses 6.1, 7, 11, 12, 13, 14, 15, 16, 18 (as it applies to PI Policy), 21, 24.5, 24.6, 26, 27, 28, 29.4, 29.5, 29.6 and 29.7.

29.7 Costs and Stamp Duty

- (a) Each Party must bear its own costs arising out of the negotiation, preparation and execution of this agreement.
- (b) All stamp duties (including fines, penalties and interest) that may be payable on or in connection with this agreement and any instrument executed under this agreement must be borne by Wine Australia, except if this agreement or the applicable instrument states otherwise.

29.8 Governing Law and Jurisdiction

- (a) This agreement is governed by the laws of South Australia.
- (b) Each Party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this agreement.

29.9 Counterparts

- (a) This agreement may be executed in any number of counterparts.
- (b) All counterparts when exchanged will be taken to constitute one document.

29.10 Relationship

- (a) The relationship between the Parties is that of independent contractors.
- (b) The Parties are not partners, joint venturers or principal and agent.
- (c) Neither Wine Australia nor the Research Organisation may pledge the credit of, or make representations on behalf of, the other.

Executed as an Agreement.

Signed For and On Behalf of
Wine Australia in the presence of:

Liz Waters

Signature

Name of Witness

Signature of Witness

Signed For and On Behalf of
The Australian Wine Research Institute
Limited in the presence of:

Tony Robinson
Name


Signature

NATALIE BURGAN
Name of Witness


Signature of Witness

SCHEDULE

Item 1 Research Organisation

The Australian Wine Research Institute
ABN 83 007 558 296

Physical Address

The Australian Wine Research Institute Limited
Wine Innovation Cluster, Corner of Hartley Grove and Paratoo Road
Urrbrae SA 5064

Address for Communications

The Australian Wine Research Institute Limited
PO Box 197 Glen Osmond 5064

Item 2 Wine Australia address for communications

PO Box 2733, KENT TOWN SA 5071

Item 3 Planned Project Outputs

Outputs and Activities 2020–21

Year 1	Output	Target Date	Activities
a	Sample set of up to 96 green vine tissue samples supplied by Adelaide Hills Vine Improvement for DNA extraction and sequencing	30/10/2020	<ol style="list-style-type: none"> 1. Collect leaf samples from the Pinot Noir Source Blocks at Adelaide Hills Vine Improvement thought to be clone D4V2, the original import of PN D4V2 in the closed CSIRO collection and 11 other major clones of Pinot Noir in the Monash and other germplasm collections and Source Blocks being used for cutting production for the propagation sector. Pinot Noir clones to include multiple samples for D4V2, D2V6, D5V12, G8V3, G8V7, MV6, 114, 115, 386, 521, 667, 777, and potentially others. 2. AHVII to conduct ampelographic inspection to verify Pinot Noir varietal status and carry out virus testing according to the recently reviewed Part 1 of the Vine Industry Nursery Accreditation Scheme on vine health status
b	Draft phylogenetic tree of candidate D4V2 Pinot Noir clones from Adelaide Hills Source Blocks and vines from other sources	30/04/2021	<ol style="list-style-type: none"> 1. Extract DNA from vine leaf samples provided by Adelaide Hills Vine Improvement, and prepare for sequencing 2. Carry out whole genome sequencing of up to 96 Pinot Noir DNA samples using Australian service provider

			<ol style="list-style-type: none"> 3. Map clonal DNA reads against published Pinot Noir reference genome 4. Carry out bioinformatics analysis and prepare phylogenetic tree 5. Assess genetic relationships and identify outliers 6. Prepare Progress reports as per Item 10
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Outputs and Activities 2021–22

Year 2	Output	Target Date	Activities
a	Additional set of green vine tissue samples supplied by Adelaide Hills Vine Improvement as reference material for second round of DNA typing	31/09/2021	<ol style="list-style-type: none"> 1. Adelaide Hills Vine Improvement committee and AWRI researchers meet to assess genetic relationships and clonal identity of potential Pinot Noir D4V2 clones in Source Blocks as well as other Pinot Noir clones. 2. Identify clones and sources for additional genetic material to verify outliers and/or compare with overseas sources of Pinot Noir clones. 3. Prepare Progress report as per Item 10 4. If necessary, source DNA samples from overseas to assist with validation of clone identification. 5. Collect leaf samples from equivalent Pinot Noir clones from Monash and other Australian germplasm sources. 6. Verify and document identity and vine health status.
b	Verified phylogenetic tree of Pinot Noir clones and confirmed sources of clean D4V2 planting material	31/12/2021	<ol style="list-style-type: none"> 1. Extract DNA from additional samples provided by Adelaide Hills Vine Improvement, and prepare for sequencing. 2. Carry out whole genome sequencing of additional Pinot Noir DNA samples using Australian service provider 3. Map clonal DNA reads against published Pinot Noir reference genome 4. Finalise bioinformatic analysis and complete revised phylogenetic tree 5. Deposit Pinot Noir clonal genomic DNA sequences into public sequence database (e.g. GenBank) 6. Identify germplasm which may be suitable for replacing D4V2 Pinot Noir source blocks burnt in the Cudlee Creek bushfire of December 2019
c	Final report	28/2/2022	<ol style="list-style-type: none"> 1. Develop communication plan for recommendations to industry stakeholders, Australian vine improvement groups and growers. 2. Identify needs and opportunities for commercialisation of a DNA testing service for Pinot Noir and other varieties. 3. Prepare final report with input from Adelaide Hills Vine Improvement and submit to Wine Australia.

Item 4 Project Start Date

1 September 2020

Item 5 Project End Date

28 February 2022

Item 6 Key Personnel

Anthony Borneman (Research Manager)

Michael Roach (Research Scientist)

Item 7 Project Intellectual Property ownership proportions

Wine Australia 36%

AWRI 40%

AHVII 24%

Item 8 Project funding

Table 1: Cash Contribution from the Research Organisation to Wine Australia:

	2020–21 \$A	2021–22 \$A	TOTAL
TOTAL	20,000.00	15,000.00	35,000.00
ADD GST	2,000.00	1,500.00	3,500.00
TOTAL FUNDS	22,000.00	16,500.00	38,500.00

Funds will be remitted directly to the nominated bank account of Wine Australia by EFT upon receipt and approval by the research organisation of a tax compliant invoice.

Table 2: Project funding paid to Research Organisation by Wine Australia

Item	2020-21 \$A	2021-22 \$A	TOTAL
1. Salaries	20,000.00	15,000.00	35,000.00
2. Operating	115,000.00	5,000.00	120,000.00
TOTAL	135,000.00	20,000.00	155,000.00
ADD GST	13,500.00	2,000.00	15,500.00
TOTAL FUNDS	148,500.00	22,000.00	170,500.00

Project funding pursuant to Table 2 also reflects the Cash Contribution made by the AWRI set out in Table 1.

Funds will be remitted directly to the nominated bank account of the research organisation by EFT upon receipt and approval of a tax compliant invoice.

Funds relating to approved invoices will be remitted within standard government payment terms of not more than 30 days from receipt.

Item 9 Special conditions

N/A

Item 10 Progress Reports

As per the following reporting schedule, to allow AHVII to fulfil reporting obligations to PIRSA:

Progress report 1: 31 January 2021
Progress report 2: 30 April 2021
Progress report 3: 31 September 2021
Final report: 28 February 2022

Item 11 Background IP

N/A.

Item 12 In-Kind Contributions

Item	2020–21 \$A	2021–22 \$A	TOTAL
Salaries	15,000.00	17,000.00	32,000.00
Operating	12,000.00	14,000.00	26,000.00
TOTAL	27,000.00	31,000.00	58,000.00
ADD GST	2,700.00	3,100.00	5,800.00
TOTAL FUNDS	29,700.00	34,100.00	63,800.00

ANNEXURE A

Application ID	8069224
Created	24/04/2020 11:12 AM
Modified	24/04/2020 4:47 PM

Name of Applicant Organisation

Organisation Name	Adelaide Hills Vine Improvement Incorporated
Title	Mrs
First name	Prue
Last name	Henschke
Email address	prue@henschke.com.au
Phone number	0885648223

Address

Address	My address is not listed - Allow me to supply my own.
Unit number	
Street number	1428
Street name	Keyneton
Street type	Road
Suburb	Keyneton
State	
Postcode	5353
Address	My address is not listed - Allow me to supply my own.

Contact Details - The contact is the person that will be advised of the assessment outcome of the Application. Is the contact different to the Applicant?

No

Person Authorised to Commit Business to Grant Agreement

Name of Person	Prue Henschke
Role within the Organisation	Chair
Email Address	prue@henschke.com.au
Person to send email to	prue@henschke.com.au

Applicant Business Details

Trading Name of business	Adelaide Hills Vine Improvement Incorporated
ABN / ACN	7915 200 593

Public Liability Insurance

<p>The Enterprise is required to have Public Liability Insurance for at least \$10m for the life of the Project prior to the Project commencing. Do you have Public Liability Insurance to the value of at least \$10m which covers all land, and legal entities involved in the Project?</p>	<p>Yes</p>
<p>Please provide a brief overview of your organisations current business activities (Max 750 characters)</p>	<p>Adelaide Hills Vine Improvement Inc (AHVII) is a not-for-profit group that establishes and maintains high health status source blocks for the production of dormant grapevine cuttings. AHVII has a focus on cool climate varieties such as Pinot Noir, Chardonnay, Sauvignon Blanc and Pinot Gris, which support both the expansion of plantings and increasingly, for redevelopment of ageing and fire damaged vineyards in cooler regions such as Adelaide Hills, Tasmania, central Victoria and the NSW highlands. AHVII has 2 part time annual staff, and 30 winter cutters, who collaboratively manage regional source blocks in commercial vineyards. AHVII is one of five regional groups associated with the South Australian Vine Improvement Association (SAVIA).</p>

Overview

<p>Provide a brief overview of your proposal. This should be a concise statement about what you intend to do and what the outcomes of the project are expected to be. (Max 2500 characters)</p>	<p>The proposed project has been developed as a major consequence of the Cudlee Creek bushfire which led to the loss of 1100ha of vineyards in the Adelaide Hills Wine Region, including the loss of six major grapevine Source Blocks essential to replace fire damaged vines & to replant numerous ageing vineyards established in the 1980-90s. While potential vineyards for new source blocks have been identified, there is a lack of evidence on the provenance of the clonal material, in particular for the sought-after Pinot Noir D4V2.</p> <p>In addition, there is significant historical planting material in Australia, which was imported from Europe before the grapevine pest Phylloxera destroyed vine diversity. The clonal identity of these historical plantings remains unknown. Currently, there are genetic databases that can be used identify grapevine material to the varietal level, but none exist to type vines to the clonal level. This project will develop a world-first genetic test for objectively verifying clonal identity in Pinot Noir, taking advantage of state-of-the art sequencing & bioinformatics tools developed for Chardonnay clonal identification by the AWRI, which demonstrated for the first time, genetic authenticity testing of commercial grapevine clones.</p> <p>In summary, the main outcomes of the project 'Clonal Mapping of Adelaide Hills Pinot Noir' will:</p> <ul style="list-style-type: none"> - Develop a genetic database for commercially relevant & widely planted Pinot Noir clones & heritage germplasm. The database would serve as a reference for clonal verification of all Australian Pinot Noir planting material & in particular for the SAVIA germplasm collection at Monash, which holds the largest accessible high health status Pinot Noir germplasm in Australia & thus is a key resource for the Australian Wine Industry. In addition, SNP markers identified will form a key foundational dataset, enabling the development of a streamlined clonal identification service. - Confirm the Pinot Noir clonal identity within Adelaide Hills source blocks, for provision of material to vineyards in the region & across the State. This would be the first time a provider of cuttings in Australia will be able to verify the identity at a clonal level; particularly pertinent as there are around 40 variants or 'clones' of Pinot Noir in Australia, of which 10 are in current high demand. - Confirm the origin, genetic diversity & uniqueness of our heritage Pinot Noir
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Project start date	1/07/2020
Project End date	31/12/2021
Essential Merit Criteria	
Describe why your project is of strategic and/or economic importance to the South Australian wine industry. (Max 1250 characters)	<p>Pinot Noir is one of the highest value grape varieties in Australia (up to \$5,000/t), with sales of grapes contributing \$5.7 million p/a to the SA wine industry & representing 60% of the value directly generated from Adelaide Hills' red grapes. Of the 672 ha of Pinot Noir grown in the region (42% of SA's Pinot Noir), over 35% was burnt in the Cudlee Creek fires. This resulted in the loss of over 2,000 tonnes of grape production & significant losses in revenue for ~60 Adelaide Hills grape & fine wine producers. Prior to the fires, Adelaide Hills had the most Pinot Noir source blocks in South Australia. The bushfire destroyed 6 out of 28 source blocks, significantly reducing the supply of high demand clonal planting material. The definitive clonal identification of alternative sources of planting material will decrease recovery time (4-5 years) & income for wine producers in the region. In summary, access to genetically verified Pinot Noir clones is of strategic & economic importance to the SA wine industry as it enables growers to rapidly return to production, AHVII to resume the supply of cuttings to the propagation industry, delineates the clonal diversity of our current range of clones & provides confidence in vyd investment.</p>

Describe how your project will develop skills and build capability within the South Australian wine industry. (Max 1250 characters)	<p>Genetic diversity in planting material has significant implications for fruit quality & disease tolerance, & is an important element for climate change adaptation. As an old variety, Pinot Noir has significant clonal diversity & clones grown in South Australia provide a range of ripening, aroma, tannins & growth characteristics. The D4V2 clone has mid ripening, savoury aromas & tannins. Genetic mapping of a range of Pinot Noir clones from different origins & sources will enable us to group clones, eliminate misnamed clones & shorten the selection process. Following the loss of key source blocks in the Cudlee Creek bushfires this will also aid the development of replacement source blocks. To date databases internationally & in Australia can identify grapevine material only to the varietal level via DNA marker analysis, but not to clonal level. The ability to provide true-to-type material at the clonal level would be, to our knowledge, the first application of such a genetic test in the international grapevine industry. Beyond Pinot Noir, this project would build capacity for the regional & state Vine Improvements to further expand genetic clonal mapping to other varieties, ensuring availability of certified clones to customers.</p>
Is your project an AgTech project?	Yes
Desirable Merit Criteria - For Agtech Projects Only	
Describe how your project will use and/or develop ag-tech products that benefit the South Australia wine and grape sectors. (Max 1250 Characters)	<p>The project will take advantage of state-of-the-art whole genome sequencing of a broad range of Pinot Noir germplasm for developing a foundational dataset on genetic diversity in key Pinot Noir clones used for grape and wine production.</p> <p>Bioinformatics tools very recently developed by the Australian Wine Research Institute will be used to identify and validate potential SNP markers, which in turn, can be used for the basis for genetic authenticity testing of important Pinot Noir clones.</p>

<p>Describe how your project will create direct economic benefits to the South Australian wine industry. Also describe the likely beneficiaries of those benefits. (Max 1250 Characters)</p>	<p>Direct economic benefits would occur throughout the whole wine production value chain, starting with the provision of planting material, through to the grapegrowers and winemakers of the region and the state. Initially economic benefit would be to growers and winemakers of the region, who plan to replant vineyards lost, as availability of quality germplasm is key for a fast turnaround from lost production and return to providing high value and quality grapes in the fruit market to wineries and for wine producers to generate value and cash flow from restored sales of Pinot Noir wine.</p> <p>Suppliers of planting material, both state vine improvement organisations and nurseries, would benefit from the development of a genetic test that can provide an objective assurance of a clone's identity as this is of significant benefit to nurseries and growers. Finally, the project will provide the foundations for a commercial service provider to further invest into development of clonal identification services, potentially providing for a South Australian based, world first service in genetic testing to certify planting material at a clonal level.</p>
<p>Will your project facilitate collaboration between different wine enterprises and/or wine regions?</p>	<p>Yes</p>

Describe how the project will facilitate this collaboration and what are the intended benefits? (Max 1250 Characters)	The collaboration between AHVII & AWRI brings together essential knowledge on genetic diversity of & sources for Pinot Noir planting material & the ability to upscale propagation with the experience of AWRI in whole genome sequencing of grapevines. Especially, the genetic marker discovery pipeline developed by Roach & colleagues (2018) is key for clonal marker discovery, which can be used to define not only specific grapevine clones via unique clonal marker mutations, but also to detect instances of common clonal origins or successive development through the presence of shared subsets of markers. The project builds on & expands existing collaborations with CSIRO, SARDI, SAVIA, nurseries & growers. Overall, the wine industry is a very collaborative industry & this enhances the support & adoption of technology across the regions & different enterprises. Having access to planting material of assured provenance & genetic characteristics is key to a timely recovery from the bushfires & restoring value in lost grape & wine sales, provides additional confidence when making substantial investments into re-planting vineyards and allows identification & exploitation of germplasm with unique genetic characteristics such as heritage clones.
Is your project an Industry Support project?	Yes

Desirable Merit Criteria - Industry Support Projects Only

Describe how your project will benefit the South Australia wine industry in response and recovery to the current challenges. (Max 1250 Characters)

This project will allow the South Australian Wine industry to respond to and recover more rapidly from vineyards lost in the Cudlee Creek bushfires, with significant employment and production opportunities realised through rapid provisioning of planting material for vineyard replants of high and desirable quality.

As Pinot Noir is the premier variety grown in the Adelaide Hills wine region, the local wine industry will benefit from this accelerated recovery to normal grape and fine wine production.

Replacing key source blocks will enable the AHVII to compensate for the lost supply of 40,000 cuttings that will be required for replanting in the Adelaide Hills and other expanding cooler wine regions across Australia. In other words, AHVII is the foundation of the germplasm supply chain: seasonal cutters rely on work during winter, the nurseries rely on supply of cuttings for propagation into rootlings and grafted vines, with concomitant large groups of seasonal labour required to process and graft the cuttings as well as for replanting of vineyards.

<p>Describe how your project will create direct economic benefits to the South Australian wine industry. Also describe the likely beneficiaries of those benefits. (Max 1250 Characters)</p>	<p>Direct economic benefits would occur throughout the whole wine production value chain, starting with the provision of planting material, through to the grapegrowers and winemakers of the region and the state. Initially economic benefit would be to growers and winemakers of the region, who plan to replant vineyards lost, as availability of quality germplasm is key for a fast turnaround from lost production and return to providing high value and quality grapes in the fruit market to wineries and for wine producers to generate value and cash flow from restored sales of Pinot Noir wine.</p> <p>Suppliers of planting material, both state vine improvement organisations and nurseries, would benefit from the development of a genetic test that can provide an objective assurance of a clone's identity as this is of significant benefit to nurseries and growers.</p> <p>Finally, the project will provide the foundations for a commercial service provider to further invest into development of clonal identification services, potentially providing for a South Australian based, world first service in genetic testing to certify planting material at a clonal level.</p>
<p>Will your project facilitate collaboration between different wine enterprises and/or wine regions?</p>	<p>Yes</p>

Describe how the project will facilitate this collaboration and what are the intended benefits? (Max 1250 Characters)	<p>Overall, the wine industry is a very collaborative industry, and this enhances the support and adoption of technology across the regions and amongst different enterprises. Having access to planting material of assured provenance and genetic characteristics is key to a timely recovery from the bushfires and restoring value in otherwise lost grape and wine sales, provides additional confidence when making substantial investments into re-planting vineyards, and allows identification and exploitation of germplasm with unique genetic characteristics such as heritage clones from old Australian plantings. Notably, all requires collaboration amongst many members along the value chain from grape propagation to grape growing and winemaking.</p> <p>In summary, enterprises and not-for-profit groups involved in vine improvement and its selection projects, researchers, and growers and wine producers will all benefit from the information that this project seeks to provide.</p>
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Project Plan and Budget Table

Activity	Collect leaf samples from relevant PN clones; document identity and vine health status (AHVII). Pinot Noir clones to include multiple samples for D4V2, D2V6, D5V12, G8V3, G8V7, MV6, 114, 115, 386, 521, 667, 777, and potentially others. (AHVII)
Proposed Completion Date	30/09/2020
Requested SAWIDS Funding	5000.00
Cash Contribution	5000.00
In-Kind Contribution	18500.00
Total Activity	\$28,500.00
Activity	Extract DNA from leave samples, QC DNA and prepare for sequencing (AWRI)
Proposed Completion Date	31/12/2020
Requested SAWIDS Funding	20000.00
Cash Contribution	10000.00
In-Kind Contribution	3500.00
Total Activity	\$33,500.00
Activity	Whole genome sequencing of up to 96 P Noir DNA samples by Australian service provider (Ramaciotti Center or AGRF)
Proposed Completion Date	28/02/2021

Requested SAWIDS Funding	50000.00
Cash Contribution	0
In-Kind Contribution	00
Total Activity	\$50,000.00
Activity	Mapping of clonal DNA reads against published Pinot Noir reference genome (AWRI)
Proposed Completion Date	31/05/2021
Requested SAWIDS Funding	15000.00
Cash Contribution	10000.00
In-Kind Contribution	20000.000
Total Activity	\$45,000.00
Activity	Develop phylogenetic tree of Pinot Noir clones (AWRI); assess genetic relationships and identify outliers (AWRI and AHVII)
Proposed Completion Date	31/05/2021
Requested SAWIDS Funding	5000.00
Cash Contribution	0
In-Kind Contribution	12500.000
Total Activity	\$17,500.00
Activity	Repeat activities 1-4 to validate findings with leaf sampling, sequencing and mapping with smaller subset of reference material incl o/seas materials where required (AWRI and AHVII)
Proposed Completion Date	30/09/2021
Requested SAWIDS Funding	15000.00
Cash Contribution	20000.00
In-Kind Contribution	15440.000
Total Activity	\$50,440.00
Activity	Develop publication and commercialisation strategy; prepare Final Report; discuss results at industry meeting
Proposed Completion Date	31/12/2021
Requested SAWIDS Funding	0
Cash Contribution	0
In-Kind Contribution	022500.00
Total Activity	\$22,500.00
Total SAWIDS funding	\$110,000.00
Total cash contribution	\$45,000.00
Total in kind contribution	\$92,440.00
Total Activity Cost	\$247,440.00

Project Co-Contributions

Proposed activity (as per the Project Plan and Budget Table)	Collect leaf samples from relevant PN clones; document identity and vine health status (AHVII).
Description of contribution	Identify sites and clones; liaise with vineyard managers; operational expenses to maintain source blocks; prepare documentation.
In-kind contribution	AHVII: member's time for design, sampling and documentation; virus testing; ampelography. AWRI: technical support
Does the activity require skilled labour qualifications?	Yes
Proposed activity (as per the Project Plan and Budget Table)	Extract DNA from leave samples, QC DNA and prepare for sequencing (AWRI)
Description of contribution	Lab work to prepare and purify DNA for sequencing.
In-kind contribution	AWRI: technical support; access to laboratory and equipment; waived bench fees.
Does the activity require skilled labour qualifications?	Yes
Proposed activity (as per the Project Plan and Budget Table)	Whole genome sequencing of up to 96 P Noir DNA samples by Australian service provider (Ramaciotti Center or AGRF)
Description of contribution	Engage sequencing provider
In-kind contribution	AWRI: establish subcontract for sequencing services.
Does the activity require skilled labour qualifications?	Yes
Proposed activity (as per the Project Plan and Budget Table)	Mapping of clonal DNA reads against published Pinot Noir reference genome (AWRI)
Description of contribution	Provision of bioinformatics staff
In-kind contribution	AWRI: Supervision by experienced research scientist; waived bench fees; access to high-performance computing and in-house bioinformatics tools required for mapping and marker identification.
Does the activity require skilled labour qualifications?	Yes
Proposed activity (as per the Project Plan and Budget Table)	Develop phylogenetic tree of Pinot Noir clones (AWRI); assess genetic relationships and identify outliers (AWRI and AHVII)
Description of contribution	Provision of bioinformatics staff; data analysis.

In-kind contribution	AHVII: member's time for data analysis and stakeholder engagement AWRI: Supervision by experienced research scientist; waived bench fees; senior research staff time for data analysis and stakeholder engagement; access to high-performance computing and bioinformatics tools
Does the activity require skilled labour qualifications?	Yes
Proposed activity (as per the Project Plan and Budget Table)	Repeat activities 1-4 to validate findings (AWRI and A HVII)
Description of contribution	Leaf sampling, sequencing and mapping with smaller subset of reference material incl o/seas materials where required
In-kind contribution	AHVII: member's time for identifying suitable germplasm, liaise with vineyard managers and nurseries; travel, sampling, virus testing and preparing documentation. AWRI: technical and bioinformatics support as for activities 1 to 4.
Does the activity require skilled labour qualifications?	Yes
Proposed activity (as per the Project Plan and Budget Table)	Develop publication and commercialisation strategy; prepare Final Report; discuss results at industry meeting.
Description of contribution	Prepare reports and presentations
In-kind contribution	AHVII: member's time for analysis, preparing documentation and stakeholder engagement. AWRI: senior research staff and management time for analysis, preparing documentation and stakeholder engagement.
Does the activity require skilled labour qualifications?	Yes
Total in-kind	\$0.00
Confirmation Details	
I declare that the information supplied is true and correct in every particular.	<input checked="" type="checkbox"/>
Full name of Authorised Representative of Applicant	Prue Henschke
Position in Enterprise	Chair
Date	24/04/2020