
DEED of AGREEMENT

DATED:

BETWEEN

National Farmers' Federation Limited
ACN 097 140 166

AND

NAME

ABN XXXXXXXXXXXXX

DEED of AGREEMENT

Parties to the deed

Name
ABN XXXXXXXXXX

National Farmers' Federation Ltd
ACN 097 140 166
14-16 Brisbane Ave
BARTON, ACT 2600

1. Overview of this deed

- 1.1 This deed describes terms and conditions for the delivery of events or activities by NAME for the National Farmers' Federation Limited (Regional Tech Hub).

2. Definitions.

Authorised Personnel means the individuals identified in item 4 of Schedule A.

The Commencement Date means XX Month 20XX.

The Payment Terms means the terms described in item 6 of the Schedule A.

The Grant Amount means the fee set out in item 3 of the Schedule A.

The Grantee means Name (ABN XXXXXXXXXX).

Dispute Notice means written notice of a Disputed Matter which includes a reasonable description of the Disputed Matter.

Disputed Matter means any dispute, controversy, complaint or contested claim in relation to this agreement, the discharge of obligations under this agreement, or the provision the Activity.

Intellectual Property Rights means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968).

The NFF means the National Farmers' Federation.

RTH means the Regional Tech Hub.

Schedule means a schedule to this agreement.

Application Form means the application titled "Insert name", which was lodged by the Grantee, signed by "Insert name", and dated DD/MM/YYYY.

The Activity means the event or activity specified at item 1 of the Schedule A.

The Termination Date means XX Month 20XX.

3. Authorised Personnel

- 3.1 Only the Authorised Personnel are authorised to act on behalf of or represent the corresponding party.

4. Contract period

- 4.1 This agreement will commence on the Commencement Date and will terminate on Termination Date unless extended by mutual agreement in writing or terminated pursuant to the provisions of clause 13.

5. Activity to be delivered

- 5.1 The Grantee will undertake the Activity as specified in this agreement.
- 5.2 The Activity to be delivered is outlined in the Application Form.

6. Activity Levels

- 6.1 The Grantee must discharge its obligations under this Agreement to the reasonable satisfaction of the NFF in a proper, timely and efficient manner using a reasonable standard of care, skill, and diligence, and acting in good faith.

7. Grant Amount

- 7.1 The NFF will pay the Grantee the Grant Amount in accordance with this clause 7 for the performance of the Activity.
- 7.2 Payment of the Grant Amount is made in accordance with and subject to the Payment Terms outlined in Item 6 and Payment Milestones outlined in Item 7 of the Schedule A to this agreement.

8. Expending of Grant Amount

- 8.1 The Grantee may only use the Grant Amount in its delivery of the Activity and on eligible expenditure types which is related, including but not limited to:
- 8.1.1 Capital costs, wages, and utilities to run the Activity
 - 8.1.2 Venue hire, catering, materials
 - 8.1.3 Funding for planning and coordinating speakers for events.
- 8.2 The Grantee may use the Grant Amount on expenditure types not listed at clauses 8.1.1, 8.1.2, and 8.1.3 only with the express written approval of the NFF.
- 8.3 The NFF is not liable for any costs or expenses which are not contemplated by or administered in accordance with clause 7 or 8 or were not incurred between the Commencement Date and Termination Date.
- 8.4 In the event that the Grantee is, in the NFF's reasonable opinion, in breach of any term of this deed, the Grantee must repay the NFF the full amount of any

payments made by the NFF to the Grantee pursuant to this deed within 30 days of the NFF notifying the Grantee of the breach, and the Grantee acknowledges that such repayment is reasonable and necessary in the circumstances..

9. Insurances

- 9.1 The Grantee will maintain sufficient levels of appropriate insurance coverage, including but not limited to workers compensation, professional indemnity, and public liability insurance, for the duration of this agreement, and will provide the NFF with proof of that insurance upon request.

10. Confidentiality

- 10.1 The Grantee will keep all information which it acquires from or about the NFF confidential, must not disclose that information to any person without the NFF's prior written consent, and must not use that information except for the purpose of the discharge of this agreement.
- 10.2 The NFF must keep all information which it acquires about the Grantee's business confidential, must not disclose that information to any person without the Grantee's prior written consent, and must not use that information except for the purpose of the discharge of this agreement or to the extent necessary to comply with the law, applicable professional and ethical standards, or codes, or where required by a regulator to do so.
- 10.3 The Grantee will obtain authorisation from the NFF before any information which they acquire in the course of this agreement is distributed to NFF members, stakeholders, and the broader community.
- 10.4 Nothing in this clause 10 prevents the NFF from fully using and enjoying the Activity.
- 10.5 This clause 10 survives the termination of this Agreement.

11. Intellectual Property

- 11.1 The NFF owns the Intellectual Property Rights in any material created under or pursuant to this Agreement or in the conduct of the Activity.
- 11.2 The NFF gives the Grantee a non-exclusive, royalty-free licence, which the NFF may revoke or terminate at its discretion, to use, reproduce, publish and adapt any material for the purposes of this Agreement or otherwise in the ordinary course of the Grantee's business with the prior written consent of the NFF.
- 11.3 This clause 11 survives the termination of this agreement.

12. Management of disputes

- 12.1 All Disputed Matters are to be resolved in accordance with this clause 12 and no party may commence legal proceedings in relation to a Dispute Matter other than in accordance with its terms.

- 12.2 In the event of a Disputed Matter either party may serve the other party with a Dispute Notice, and upon service of a Dispute Notice, each party must use their best endeavours to resolve the Disputed Matter.
- 12.3 In the event that a Disputed Matter is not resolved within 28 days (or such other period as agreed to in writing) of service of the corresponding Dispute Notice, the matter shall be submitted to mediation in accordance with the procedures set out by the Resolution Institute (or such other body as the parties agree to in writing).
- 12.4 The Resolution Institute's costs of any mediation proceedings shall be shared equally between the parties.
- 12.5 The Parties must continue to perform their respective obligations under this Agreement where a dispute exists.
- 12.6 Nothing in this clause 12 prevents either party from commencing court proceedings for the purposes of obtaining urgent interlocutory relief.

13. Termination of agreement

- 13.1 Either party may terminate this Agreement by providing two weeks' notice to the other party in writing.
- 13.2 Upon termination of this agreement the Grantee must immediately provide the NFF with any reports, records, or other documents or, as the case may be, drafts thereof which the Grantee has generated for the purposes of this Agreement.
- 13.3 The NFF may terminate this Agreement immediately by giving the Grantee written notice if, in the NFF's reasonable opinion, the continued provision of the Activity by the Grantee would:
 - 13.3.1 breach any applicable laws or professional standards (including any requirements relating to independence); or
 - 13.3.2 bring the NFF's reputation into disrepute.

14. Other engagements and conflicts of interest

- 14.1 The NFF acknowledges that this Agreement does not restrict the Grantee from providing services to other clients before, during, and after the currency of the agreement.
- 14.2 The Grantee warrants that it does not have any bias or conflict of interest which would prevent, prejudice, or adversely affect or influence it in its ability to provide or the actual provision of the Activity.
- 14.3 The Grantee agrees as at the date of the Agreement and subject to any obligations of confidentiality, to as soon as reasonably practicable, inform NFF in writing of any matter which could reasonably be perceived to give rise to a bias or conflict of interest contemplated by this clause 14.2.

15. Governing law and jurisdiction

15.1 The Agreement is subject to the laws of the Australian Capital Territory.

15.2 The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

16. Special Conditions

16.1 The terms and conditions of this Agreement are subject to any special conditions found at Item 5 of Schedule A.

17. Recognition and Notification

17.1 The Grantee, where appropriate and at their discretion, will use supplied Regional Tech Hub branding to identify the Activity on which the Grant Amount has been spent.

17.2 The Grantee, where appropriate and at their discretion, will when posting about the Activity on social media tag the Regional Tech Hub and use the hashtags recommended by the RTH.

18. Reporting Requirements

18.1 The Grantee is required, as soon as possible after the delivery of the Activity and at latest before 30 March 2026, to submit a report including the following:

18.1.1 A description of when, where and how the Activity was delivered.

18.1.2 A description of the overall achievements against the project purpose, objectives and outcomes.

18.1.3 A report of all Project Material and all Intellectual Property created or arising during the delivery of the Activity.

18.1.4 A list of media, communications and or extension materials produced relating to the Activity.

19. Severability:

19.1 If any provision of this Deed is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Deed, and the remaining provisions shall continue in full force and effect.

EXECUTED AS A DEED on the date first mentioned.

SIGNED, SEALED and DELIVERED by)
the National Farmers' Federation Limited)
(ACN 097 140 166) in accordance with the)
requirements of s 127 of the Corporations)
Act (Cth) 2001)

Name of Director/Secretary	Signature of Director/Secretary
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Name of Director/Secretary	Signature of Director/Secretary
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SIGNED, SEALED and DELIVERED BY)
Name)
ABN XXXXXXXXXXXXXXXXX)

Name of Director/Secretary	Signature of Director/Secretary
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Name of Director/Secretary	Signature of Director/Secretary
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SCHEDULE A

<i>Item Number</i>	<i>Content</i>
1. Activity	[Insert name of activity or event given in application] as described in the Application Form.
2. Grant Amount (GST inc.)	[Insert amount]
3. Authorised Personnel:	<div> <div> National Farmers Federation: Troy Williams Chief Executive National Farmers' Federation </div> <div> The Grantee: Name Position </div> </div> <div> Jennifer Medway General Manager Regional Tech Hub </div>
4. Special conditions	
5. Payment Terms	<ul style="list-style-type: none"> The Grantee shall submit an invoice for any outstanding Grant Amounts in line with the payment milestones outlined in item 6 of this Schedule A. All invoices should be submitted with any documentation required to support actions under this deed or reasonably required by the NFF. The NFF shall pay each invoice within 14-days of the date that invoice is provided to the NFF.
6. Payment milestones	<ul style="list-style-type: none"> The NFF will pay an invoice for 80 percent of the Grant Amount, inclusive of GST, subject to this Deed of Agreement being executed by both parties. The NFF will pay an invoice for 20 percent of the Grant Amount, inclusive of GST, subject to the report on the Activity by the Grantee being received and accepted by the NFF.