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| --- |
| **Industry Placement Program Agreement** |
| Australasian Pork Research Institute Ltd  and  [PLACEMENT ORGANISATION] |
| FINLAYSONS LAWYERS  Level 8 81 Flinders Street Adelaide  Our Ref: LNL:422331/32:LNL  [www.finlaysons.com.au](http://www.finlaysons.com.au) |

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| --- | --- | --- |
| Date: |  | |
| Parties | | | |
| **APRIL** | **Australasian Pork Research Institute Ltd** ACN 113 703 174 | |
| Address | PO Box 466, Willaston, SOUTH AUSTRALIA 5118 |
| E-mail Address | j.pluske@april.org.au |
| Attention | Dr John Pluske |
| **Placement Provider** | **Placement Provider** ACN | |
| Address |  |
| E-mail Address |  |
| Attention |  |

|  |
| --- |
| Background |
| 1. The parties have agreed that APRIL will provide Placement Provider with the Placement Budget, to employ the Specified Personnel. 2. The Specified Personnel will: 3. conduct activities within the Placement; and 4. participate in APRIL Activities and APRIL Projects. |
| 1. The Placement Budget will be expended, and the Specified Personnel will undertake the acts described in Recital B, on the terms and conditions set out in this agreement. |

**It is agreed** as follows.

# Preliminary

## Definitions

In this agreement:

**APRIL Activities** means APRIL’s activities in which the Specified Personnel will participate, as set out in Item 4 of Schedule 1.

**APRIL Projects** means APRIL’s research projects in which the Specified Personnel will participate, as set out in Item 5 of Schedule 1.

**APRIL Project IP** means Intellectual Property developed in the course of carrying out the APRIL Activities and APRIL Projects and specifically excludes the Placement IP.

**Authority** means the government department, statutory body, Minister or other third party (if any) set out in Item 11 of Schedule 1.

**Background IP** means Intellectual Property that is created or acquired independently of the APRIL Activities or APRIL Projects.

**BusinessDay** means:

### for the purposes of clause 8, a day other than a Saturday, Sunday or public holiday in the place to which a notice is sent; and

### for all other purposes, a day other than a Saturday, Sunday or public holiday in South Australia.

**Claim** means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising (whether or not presently ascertained, immediate, future or contingent) and includes legal costs on a full indemnity basis.

**Commencement Date** means the commencement date of this agreement, as set out in Item 7 of Schedule 1.

**Confidential Information** means all information that is not in the public domain that is by its nature confidential or that has been designated as confidential by the disclosing party, and includes all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or intangible).

**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 security interest as defined in the *Personal Property Securities Act 2009* (Cth);

### any security for payment of money, performance of obligation or protection against default (including a mortgage, charge, bill of sale, lien, pledge, trust, power, title retention arrangement, right of set-off, assignment of income, garnishee order, monetary claim or flawed deposit arrangement); and

### any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims of other persons or creditors with respect to any property or asset,

and includes any agreement to create any of them or allow them to exist.

**Improvements** means a modification, enhancement or improvement of the Background IP, Placement IP or APRIL Project IP (as the context requires).

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

### an application is made to a court for an order or an order is made that a body corporate be wound up;

### an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed whether or not under an order;

### a receiver, receiver and manager or controller is appointed or takes possession in respect of any part of the property of a body corporate;

### an administrator is appointed to a body corporate under sections 436A, 436B or 436C of the *Corporations Act 2001* (Cth);

### a body corporate 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;

### a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so;

### a body corporate is or its directors state that it is unable to pay its debts as and when they become due and payable;

### a body corporate is presumed to be insolvent within the meaning of section 459C(2) of the *Corporations Act 2001* (Cth);

### a judgment is entered against a body corporate for a sum in excess of $20,000 and remains unsatisfied or unappealed for a period of 15 days;

### a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in such an event; or

### anything having a substantially similar effect to any of the events specified above happens under any law or any applicable jurisdiction.

**Intellectual Property** or **IP** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have Confidential Information kept confidential, but does not include Moral Rights or rights of performers.

**Intended Expiration Date** means the intended date for expiration of this agreement (if not earlier terminated), as set out in Item 8 of Schedule 1.

**Key Milestones** means those milestones to be achieved in connection with the Specified Personnel’s employment with Placement Provider, as set out in Item 3 of Schedule 1.

**Moral Rights** means the right to:

### integrity of authorship;

### attribution of authorship of a work;

### not have authorship of a work falsely attributed,

### pursuant to the *Copyright Act* 1968 (Cth) and any laws of any other jurisdiction providing the same or similar rights.

**Placement** means the placement to be undertaken with the Placement Provider, as set out in Item 2 of Schedule 1.

**Placement Budget** means the amount paid to Placement Provider by APRIL, at the intervals and in the instalments set out in Item 6 of Schedule 1.

**Placement Employment Contract** means the written, fixed term employment contract between Placement Provider and the Specified Personnel which accords with all applicable:

### terms required by this agreement;

### modern awards/enterprise agreements;

### provisions of the *Fair Work Act* 2009 (Cth); and

### provisions of relevant work health and safety laws as the employer of the Specified Personnel.

**Placement Employment Issues** means any and all issues which may arise from, or in connection with, the employment of the Specified Personnel and its termination including:

### induction, training, supervision, monitoring, warning, counselling, investigations and/or decisions by Placement Provider;

### implementing and enforcing Placement Provider’ policies and procedures and codes of conduct;

### implementing complaint procedures, performance management and disciplinary processes

### issues arising from remuneration and employment benefits;

### obligations owed by Placement Provider under the Placement Employment Contract;

### rights and obligations under applicable work health and safety laws;

### rights and obligations under applicable workers compensation laws; and

### any Claim made by Specified Personnel in relation to their employment with Placement Provider or their work undertaken within the Placement, APRIL Activities or APRIL Projects.

**Placement IP** means Intellectual Property developed in the course of carrying out the Placement and specifically excludes the APRIL Project IP.

**Project Agreement** means a contract between APRIL and the Placement Provider (and any other party to the relevant APRIL Project), containing the terms and conditions governing an APRIL Project.

**Special Conditions** means any special condition(s) set out in Item 9 of Schedule 1.

**Specified Personnel** means the person(s) set out in Item 1 of Schedule 1.

**Term** means the duration of this agreement as determined pursuant to clause 2.

**Training Plan** means the training of Specified Personnel to be undertaken by Placement Provider, in accordance with Schedule 2.

## Interpretation

In this agreement, unless it is stated to the contrary:

### the singular includes the plural and conversely;

### if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

### a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

### a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or annexure to, this agreement;

### 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;

### a reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form;

### 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);

### 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;

### a reference to conduct includes an omission, statement or undertaking, whether or not in writing;

### a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;

### a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind;

### a reference to dollars and $ is to Australian currency;

### the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;

### references to agree, approve or consent are references to agreement, approval or consent (as the case may be) in writing;

### 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; and

### to the extent of any inconsistency between this agreement and a Project Agreement in respect of the same subject matter, the terms of the Project Agreement will prevail to the extent of that inconsistency.

## Headings

Headings do not affect the interpretation of this agreement.

## Schedules and Annexures

Schedules and annexures form part of this agreement.

# Term

This agreement commences from the Commencement Date and continues until the earliest to occur of:

### the Intended Expiration Date; or

### termination of this agreement pursuant to clause 7.

# Placement Provider’s obligations

Placement Provider shall:

### employ the Specified Personnel, pursuant to the Placement Employment Contract which shall:

#### continue until at least the Intended Expiration Date, unless earlier terminated;

#### make adequate and lawful provision in respect of any employee entitlements of the Specified Personnel, including personal and annual leave; and

#### permit Specified Personnel adequate relief from their duties to Placement Provider, as necessary to participate in the APRIL Activities (without Specified Personnel being required to utilise personal or annual leave for such absences);

### retain sole responsibility for the control and direction of the Specified Personnel’s work activities in connection with the Placement;

### ensure that work undertaken by the Specified Personnel in connection with the Placement is subject to any applicable policies and procedures of Placement Provider and further that such work is undertaken safely and appropriately in light of Placement Provider’ obligations under applicable work health and safety laws.

### be solely responsible for any Placement Employment Issues concerning the Specified Personnel;

### inform APRIL in writing of any Placement Employment Issue it considers is likely to lead to the termination of the Placement Employment Contract, within 10 Business Days of it first becoming aware of the Placement Employment Issue;

### be responsible for obtaining and retaining information relating to the Specified Personnel for legal, personnel, administrative and management purposes in connection with the Placement;

### pay the Specified Personnel in accordance with any rates prescribed in an applicable modern award or enterprise agreement for work undertaken as part of the Placement, APRIL Activities and APRIL Projects;

### pay all payroll, PAYG, fringe benefits and any other tax liabilities attributable to the Specified Personnel’s role under the Placement Employment Contract;

### pay superannuation in respect of the Specified Personnel in accordance with all superannuation laws applicable to the work undertaken by the Specified Personnel;

### maintain workers compensation, professional indemnity and public liability insurance in respect of the Specified Personnel;

### report to APRIL any illness or injury suffered by the Specified Personnel which arises from the work undertaken by the Specified Personnel;;

### be wholly responsible for any and all expenses incurred by it in connection with the Placement, APRIL Activities and APRIL Projects, including those incurred in connection with the negotiation, performance and termination of the Placement Employment Contract;

### only expend the Placement Budget to remunerate the Specified Personnel pursuant to the Placement Employment Contract;

### immediately notify APRIL in writing if the Placement Employment Contract is terminated;

### provide access to any books and records of the Placement Provider recording expenditure of the Placement Budget (or any part of it) within five days of receipt of a written request for access from APRIL; and

### keep the Confidential Information of APRIL confidential, except that such Confidential Information may be disclosed by Placement Provider to its insurers, bankers, auditors or professional advisers, as required by law or with the consent of APRIL.

# APRIL obligations

During the Term, APRIL shall:

### pay the Placement Budget to Placement Provider by such instalments, and at such intervals, as set out in Item 6 of Schedule 1;

### permit the Specified Personnel to participate in the APRIL Activities and APRIL Projects, provided that a Project Agreement for the relevant APRIL Project has been executed and Specified Personnel remains employed pursuant to the Placement Employment Contract; and

### keep the Confidential Information of Placement Provider confidential, except that such Confidential Information may be disclosed by APRIL to its insurers, bankers, auditors or professional advisers, as required by law or with the consent of Placement Provider.

# Ownership of Background IP, Placement IP, APRIL Project IP and Improvements

## Background IP

### All Background IP of APRIL shall remain its property. Placement Provider acquires no right, title or interest in the Background IP of APRIL, except for any rights granted to it under this agreement.

### All Background IP of Placement Provider shall remain its property.

## Placement IP

All proprietary rights (including Intellectual Property) in any Placement IP shall vest immediately upon creation in Placement Provider, except where expressly stated otherwise in writing between APRIL and the Placement Provider (whether pursuant to this agreement or any other document).

## APRIL Project IP

### Except as expressly stated otherwise in the Special Conditions or the relevant Project Agreement, all proprietary rights (including Intellectual Property Rights) in any APRIL Project IP shall vest immediately upon creation in APRIL or APRIL’s nominee(s). Placement Provider shall ensure that a term is included in the Placement Employment Contract which requires the Specified Personnel to execute all necessary documents and undertake all necessary acts to vest ownership of any APRIL Project IP in APRIL or to such nominee(s) as directed by APRIL.

### Placement Provider will procure that the Specified Personnel will provide their consent to specific acts or omissions which may otherwise infringe their Moral Rights in any APRIL Project IP.

## Improvements

Except as expressly stated otherwise in the Special Conditions:

### ownership of all Improvements to APRIL Project IP shall vest immediately upon creation in APRIL or APRIL’s nominee(s). Placement Provider shall ensure that a term is included in the Placement Employment Contract which requires the Specified Personnel to undertake all necessary acts to vest ownership of any Improvements to APRIL Project IP in APRIL or as APRIL directs;

### Placement Provider will procure that the Specified Personnel will provide their consent to specific acts or omissions which may otherwise infringe their Moral Rights in any Improvements to APRIL Project IP; and

### ownership of all Improvements to Placement IP shall vest immediately upon creation in Placement Provider, except where expressly stated otherwise in writing between APRIL and Placement Provider (whether pursuant to this agreement or any other document).

# Reporting obligations and publicity rights

## Reports by Placement Provider

Placement Provider shall provide reports to APRIL regarding:

### its expenditure of the Placement Budget;

### the progress of Specified Personnel in respect of the completion of Key Milestones; and

### such other information as may be required to satisfy the requirements of the Authority,

### at the intervals set out in Item 10 of Schedule 1.

## Use of information contained in reports

Placement Provider acknowledges and agrees that, with the exception of Confidential Information (which shall remain confidential), information contained in the reports contemplated by clause 6.1 may be publicised by APRIL, disclosed to the Authority and publicised by the Authority.

# Termination

## Termination by either party

Either party may immediately terminate this agreement by written notice to the other party, if the other party:

### suffers an Insolvency Event, to the extent that it is lawful to do so;;

### commits a breach of this agreement which is capable of being remedied, and does not remedy that breach within a period of at least twenty days of receipt of a written request from the non-defaulting party, specifying what is required to remedy the breach; or

### commits a breach of this agreement which is incapable of being remedied.

## Termination by APRIL

APRIL may immediately terminate this agreement if:

### the Placement Budget (or any part of it) is expended on goods or services not authorised by this agreement;

### the Placement Employment Contract is terminated or expires by effluxion of time; or

### any of the Key Milestones is not delivered by the requisite end date, or such other date as agreed in writing between the parties.

## Consequences of termination

Upon termination of this agreement:

### any accrued rights or remedies of either party prior to termination will remain unaffected;

### any rights or obligations of either party under this agreement, which are intended (whether expressly or by implication) to continue after termination will remain unaffected;

### each party must return or destroy (at the other party’s option) any Confidential Information of the other party which is in their possession or control; and

### any unexpended portion of the Placement Budget shall be returned to APRIL within five days of termination of this agreement.

# Notices

## Manner of Giving

Any notice given under this agreement must be in writing and must be sent to:

### the address for the recipient specified in this agreement; or

### any other address which has been notified by the recipient to the sender as the recipient’s updated address for the purposes of this agreement.

## When Delivered

### Notices will be taken to be duly given:

#### in the case of delivery in person, when delivered;

#### in the case of delivery by post, five Business Days after the date of posting (if posted to an address in the same country) or ten Business Days after the date of posting (if posted to an address in another country); and

#### in the case of email:

##### at the time the sender’s computer or other device generates a report confirming that the email has been received by the recipient’s information system; or

##### if no such report is generated, one Business Day after the date on which the email is sent, provided that the sender has not by that time received a delivery failure notification (or similar).

### If the result under clause 8.2(a) is that a notice 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.

# GST

## Interpretation

Unless the contrary intention appears, the terms and phrases used in this clause have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**).

## GST Exclusive Consideration

Unless otherwise specified in this agreement, the consideration expressed in this agreement for any taxable supply made under or in connection with this agreement does not include GST (**GST exclusive consideration**).

## Payment of GST

The recipient of a taxable supply under or in connection with this agreement must, in addition to and at the same time as the GST exclusive consideration is payable, pay to the supplier an amount equal to the amount of GST imposed by the GST law from time to time on the taxable supply.

## Tax Invoice

The additional amount is not payable unless the supplier provides to the recipient a tax invoice which is in an approved form for GST purposes.

## Reimbursement of Costs and Expenses

To the extent that the consideration for the taxable supply consists of the reimbursement of costs and expenses incurred by the supplier, those costs and expenses must be:

### reduced by the amount of any input tax credit available to the supplier; and

### grossed-up for GST under this clause.

# General Provisions

## 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 them in connection with it.

## Amendment

No amendment or variation of this agreement is valid or binding on a party unless made in writing and executed by each party.

## Assignment

### The rights and obligations of each party under this agreement are personal.

### Those rights and obligations may not be Disposed of, Encumbered or otherwise dealt with and no party may attempt, or purport, to do so without the prior written consent of each party.

## No Waiver

### No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver.

### 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.

### A waiver is not valid or binding on the party granting that waiver unless made in writing.

## 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.

## No Merger

### The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this agreement.

### 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.

## Costs and Stamp Duty

### Each party must bear its own costs arising out of the negotiation, preparation and execution of this agreement.

### All stamp duty (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 Placement Provider.

### Placement Provider must indemnify APRIL on demand against any liability for that stamp duty.

## Governing Law and Jurisdiction

### This agreement is governed by the laws of South Australia.

### Each party submits to the non exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this agreement.

## Counterparts

### This agreement may be executed in any number of counterparts.

### All counterparts when exchanged will be taken to constitute one document.

## Relationship

### The relationship between the parties is that of independent contractors.

### The parties are not partners, joint venturers or principal and agent.

Schedule 1

**Item 1: Specified Personnel**

[STUDENT NAME]

**Item 2: Placement**

To support the training and development of the Specified Personnel, with a view to strengthening the Australian pork industry’s research, education and training, and commercialisation capabilities.

**Item 3: Key Milestones**

|  |  |  |
| --- | --- | --- |
| **Task** | **Description** | **Due date** |
|  | Specified Personnel commences work at Placement Provider. |  |
|  | Report on training (including assistance with APRIL projects as agreed between parties) to increase Specified Personnel’s knowledge of pork production and on-farm research as detailed in the Training Plan (Schedule 2). |  |
|  | Attendance of Specified Personnel at Australasian Pig Science Association (APSA) conferences. |  |
|  | Attendance of Specified Personnel at APRIL Annual Stakeholders’ Forum. |  |
|  | Attendance of Specified Personnel at the “Science into Practice” course at Roseworthy campus of The University of Adelaide. |  |
|  | Attendance of Specified Personnel at Pan Pacific Pork Expo (PPPE) or equivalent event. |  |
|  | Report on training (including assistance with APRIL projects as agreed between parties) to increase Specified Personnel’s knowledge of pork production and on-farm research as detailed in the Training Plan (Schedule 2). |  |
|  | Attendance of Specified Personnel at APRIL Annual Stakeholders’ Forum. |  |
|  | Report on training (including assistance with APRIL projects as agreed between parties) to increase Specified Personnel’s knowledge of pork production and on-farm research as detailed in the Training Plan (Schedule 2). | Two Year Anniversary |
|  | Final report of Specified Personnel on the Project. | Intended Expiration date |

**Item 4: APRIL Activities**

1. Attendance at the “Science into Practice” course at Roseworthy campus of The University of Adelaide (January 2021 or 2022).
2. Attend relevant APRIL/APL student training and mentoring meetings (estimated to be 3-4 days annually), e.g., attend meetings at APSA, Bendigo Pig Fair, PPPE etc.).
3. Attend at least one APSA meeting during the course of the placement (Attend and present research findings at APSA in November 2021, and the possibility of attending again in 2023).
4. Attend APRIL annual Stakeholder Forum meetings during the course of the placement.
5. Attendance at a Pan Pacific Pork Expo (Attend PPPE 2022 during course of placement) or equivalent event.
6. Involvement in APRIL or other relevant research projects conducted within the host organisation and/or where relevant within another APRIL participant organisation (See Schedule 2 for more details).
7. Spend 1 to 2 weeks in Years 2 and 3 of the Award working with/within a relevant other APRIL participant involved in associated but different aspects of the supply chain. (See Schedule 2 for more details).

**Item 5: APRIL Projects**

APRIL projects identified during the term of this agreement, as agreed between the parties and evidenced by a Project Agreement.

1. Refer to Schedule 2.

**Item 6: Placement Budget**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Cash Placement Budget** | **2022/23** | **2023/24** | **2024/25** | **Total** |
| Cash Requested by Placement Provider and payable by APRIL (excluding GST) | $37,500 | $37,500 | $Nil | **$75,000** |
| Total Placement Budget (excluding GST) | **$37,500** | **$37,500** | **$Nil** | **$75,000** |

The Placement Budget will be paid by APRIL as follows:

(a) $9,375 plus GST within 30 days of execution of this agreement by both parties;

(b) the amount shown in an expenditure report which complies with the requirements outlined in clause 6, up to a maximum sum of $46,875 plus GST, within 30 days after receipt of a compliant expenditure report from Placement Provider; and

(c) the remaining $18,750 plus GST within 30 days after approval of the Progress Report contemplated by Milestone 9 of the Key Milestones.

**Item 7: Commencement Date**

[Start Date]

**Item 8: Intended Expiration Date**

[3 years from Start Date]

**Item 9: Special Condition**

Upon its creation, APRIL Project IP (and any Improvements to APRIL Project IP) associated with APRIL Projects will be owned legally and beneficially in accordance with the relevant Project Agreement for that APRIL Project.

**Item 10** **Frequency of reports**

By the following dates:

[Dates six monthly from Start Date plus 2 weeks]

**Item 11: Authority**

None

Schedule 2 – Training Plan

**Executed** by the parties as an agreement

|  |  |  |  |
| --- | --- | --- | --- |
| APRIL |  |  |  |
| **Executed** by **Australasian Pork Research Institute Ltd** ACN 113703174 by its duly authorised officer in the presence of: |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (please print) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of duly authorised officer  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name and position (please print) |  |
| Placement Provider |  |  |  |
| **Executed** by **[PLACEMENT PROVIDER]** ACN [ACN] by its duly authorised officer in the presence of: |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (please print) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of duly authorised officer  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name and position (please print) |  |