



CRC FOR DEVELOPING NORTHERN AUSTRALIA LTD
ABN 43 618 131 150

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PARTICIPANT CONTRIBUTION DEED

BETWEEN

CRC FOR DEVELOPING NORTHERN AUSTRALIA LTD ACN 618 131 150

AND

[INSERT NAME OF PARTICIPANT] ABN/ACN [INSERT ABN/ACN]

INFORMATION ONLY

Details

This Deed is made on the date specified in Item 1 of Schedule 1

Term

This Deed commences on the Start Date (date) and, unless terminated earlier, ends of the End Date (date).

Parties

CRC FOR DEVELOPING NORTHERN AUSTRALIA LTD (CRC)

and

[NAME OF PARTICIPANT AND ABN] (PARTICIPANT)

Background

- A. The CRC intends to carry out the Activity or to engage a Research Provider to carry out the Activity.
- B. The Participant has agreed to assist CRC and/or the Research Provider in carrying out the Activity by providing the Funds.
- C. CRC and the Participant wish to record the terms of their agreement in this Deed.

Agreed Terms

Part 1 Definitions and Interpretation

1.1 In this Deed unless the context requires otherwise:

- a) "Activity" means the activity or purpose specified in Item 5 of Schedule 1 to this Deed
- b) "Contribution Date" means the date of this Deed
- c) "Contribution" means the contribution specified in Item 4 of Schedule 1 hereto which is to be gifted by the Participant to the CRC
- d) "End Date" means the date specified in Item 6 of Schedule 1 hereto which is the date by which the Contribution must be applied by CRC (if any)
- e) "Project" means the project which the Activity forms a part of (if applicable);
- f) "Research Provider" means a party engaged by CRC to undertake an Activity; and

1.2 Headings are inserted for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

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- a) a reference to this Deed or another instrument includes any variation or replacement of any of them
- b) a reference to a statute or other law includes all regulations, rules and other instruments relative thereto and amendments, re-enactments or consolidations thereof
- c) a reference to a person includes a firm, a body corporate, an unincorporated body, a joint venture association, a trust, a government or semi-government authority or other entity and conversely
- d) a reference to any party hereto includes that party's successors, administrators and assigns
- e) where a party comprises more than one person the rights liabilities and obligations of such persons shall be joint and several
- f) the singular includes the plural and vice versa
- g) a gender includes all genders.

Part 2 Funds

- 2.1 The Participant hereby gifts the Contribution absolutely, unconditionally and irrevocably to CRC with immediate effect from the Contribution Date and CRC hereby accepts the Contribution as a gift with immediate effect from the Contribution Date. CRC must apply the Contribution to an activity by the End Date if an End Date is specified in Schedule 1.
- 2.2 If the Participant fails to comply with the Contribution terms as outlined in clause 1.1, the Participant's involvement in the Project may be terminated at CRC's discretion.

Part 3 Activity

- 3.1 The Participant acknowledges that whilst it is the Participant's intention that the Contribution be used for the Activity, and any variation to this will be agreed to in writing by the CRC and the Participant.
- 3.2 CRC provides no warranties, representations or guarantees to the Participant that the Contribution will be used for the Activity.

Part 4 Intellectual Property and Moral Rights

- 4.1 The Participant hereby absolutely, unconditionally and irrevocably assigns any intellectual property it may have in the Activity or any other activities or outcomes of CRC due to the use of the Contribution by CRC.
- 4.2 The Participant hereby consents to CRC doing any act or omission (whether before or after this consent) in relation to the Activity which would, but for this consent, be an infringement of the Participant's moral rights.

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Part 5 Warranties

- 5.1 If the Participant has specified a specific Activity in this Deed, the Participant further warrants that as at Contribution Date and at all times during the term of the Deed that:
- a) subject to the execution of the lead participant agreement in relation to the Project, the Participant will support and actively participate in the CRC as stipulated in the project plan contained in the lead participant agreement ("the Project Plan", a copy of which is annexed to this Deed and marked as "Schedule 2" and as amended from time to time), as amended from time to time by CRC;
 - b) the Participant will contribute (subject to the execution of the lead participant agreement) the staff, funds and other resources indicated in the Project Plan at Schedule 2 and that the Participant has obtained, or will obtain, the necessary authorisations to do so;
 - c) the Participant will comply with, and require that its subcontractors and independent contractors comply with all applicable laws;
 - d) the information contained in the Project Plan that relates to the Participant together with any statement provided, is to the best of the Participant's knowledge, true, accurate and complete; and
 - e) the Participant acknowledges and agrees that the CRC has executed this Deed and the lead participant agreement in reliance of the warranties provided by the Participant.
- 5.2 The Participant agrees that if CRC considers that any statement made in a Project Plan or this Deed are incorrect, incomplete, false or misleading, CRC may, at its absolute discretion, take appropriate action without further notice to the Participant.
- 5.3 The Participant must provide to the CRC as requested by the CRC further documents and information in relation to the Participant, the Project or the Deed as reasonably requested by CRC, may consult with other government agencies, including State and Territory government agencies about the Participant's claims and may also engage external technical or financial advisers to advise on information provided by the Participant.

Part 6 Special Conditions

**** Delete this term if no Special Conditions are included ****

- 6.1 The parties agree that the special conditions listed in Item 7 of Schedule 1 hereto ("the Special Conditions") apply and if there are any inconsistencies between any of the standard terms of this Deed and the Special Conditions, the Special Conditions shall prevail to the extent of any such inconsistency.

Part 7 Termination

- 7.1 Either party may terminate this Agreement by giving the other party fourteen (14) days' written notice.

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Part 8 General Terms

- 8.1 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Deed.
- 8.2 All notices from one party to another shall be in writing and addressed to the recipient at the relevant email or postal address contained in Schedule 1 to this Deed, or to other such place in Australia as advised by the recipient to the sender. Notices shall be deemed to have been served seventy-two (72) hours after they have been mailed or on the day of delivery if delivered by hand.
- 8.3 This Deed shall be governed by and construed in accordance with the law for the time being in force in the State of Queensland and the parties hereby submit to the jurisdiction of the Courts of that State.
- 8.4 If any provision of this Deed shall at any time be or become void, voidable or unenforceable, that provision shall be severed from the rest of this Deed and shall not affect or invalidate the remaining provisions hereof which shall continue in full force and effect.
- 8.5 The parties can amend this Deed by agreement in writing at any time, including via electronic communication.
- 8.6 This Deed is the entire agreement and understanding between the parties on everything connected with the subject matter of this Deed and supersedes any prior deeds, agreement or understanding on anything connected with that subject matter.
- 8.7 This Deed may be executed in any number of counterparts. A counterpart may be a facsimile or an electronic copy. Together all counterparts make up one (1) document.
- 8.8 If this Deed is executed in counterparts, it takes effect when each party has received the counterpart by the other party or would be deemed to have received the counterpart.

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EXECUTED AS A DEED

SIGNED for and on behalf of **CRC for Developing Northern Australia Ltd** **A.C.N 618 131 150** by its duly authorised officer in the presence of:

SIGNED for and on behalf of the **PARTICIPANT** by its duly authorised officer in the presence of:

Signature

Signatory Print Name

Signature

Signatory Print Name

Witness Sign

Witness Print Name

Witness Sign

Witness Print Name

Date: _____ day of _____ 202_____

INFORMATION ONLY

Schedule 1

Item 1. Date of this Deed

The _____ day of _____ 202__

Item 2. CRC:

Name:	CRC FOR DEVELOPING NORTHERN AUSTRALIA LTD
ACN	618 131 150
Notice Details:	Suite 5, 281-285 Ross River Road, Aitkenvale QLD 4814
Phone:	07 4401 5035
Email address:	ceo@crcna.com.au

Item 3. The Participant:

Name:	
ABN/ACN	
Notice Details:	
Phone:	
Email address:	

Item 4. The Contribution

[\$...] [AND/OR: Specify non or cash contributions]

Item 5. The Activity

.X.XXXXXXX project name

Item 6. End Date

XXXX

Item 7. Special Conditions

[...] OR Not applicable

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Schedule 2 – Project Plan

[INSERT DETAILS]