



# MEAT STANDARDS AUSTRALIA SOFTWARE DEVELOPER LICENCE AGREEMENT FOR MSA GRADING ENGINE (BEEF) V2.0

Form 3.4.5.1 Document version number: 1.3 Release Date 12/09/2018

This agreement is made between

**MEAT AND LIVESTOCK AUSTRALIA LIMITED** ABN 39 081 678 364 of Level 1, 40 Mount Street, North Sydney, NSW (PO Box 1961, North Sydney, NSW 2059), **(MLA)**

and

\_\_\_\_\_ **(You)**  
(Name of entity carrying on the business)

ABN: \_\_\_\_\_

Trading Name: \_\_\_\_\_  
(if different to the entity name)

Nominated Person: \_\_\_\_\_

Registered Address: \_\_\_\_\_

\_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Processor details: *(List processors who will use this software)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPLICATION

1. MLA is the owner of the MSA Grading Engine (beef) v2.0 (**Software**) which enables the certification of eating quality of beef.
2. MLA licenses the Software to processors to identify beef certified by MLA.
3. The processors specified on the first page, and such other processors as MLA may from time to time approve in writing, (**Processors**) are MSA licensees.
4. The Processors have requested that MLA grant You a licence for the sole purpose of developing the Software (**Developments**) for each Processor so that the MSA grading results produced by the Software can be incorporated into the Processor's existing software.
5. You apply for a licence by completing and signing this application and sending it to MLA and paying the non-refundable fee (plus GST) set out below.
6. This application will only constitute a licence agreement when You receive a signed agreement from MLA.
7. The licence agreement will, subject to the Terms (see below), permit You to create the Developments.
8. If Your application is refused, You are entitled to refer the matter to dispute resolution in accordance with paragraph 2122 of the Terms.

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### 1. LICENCE

Upon acceptance of this application, MLA grants You a licence to develop the Software in accordance with this agreement.

### 2. TERM

This agreement continues in force until the earlier of:

- (a) MLA issuing a new version of the Software; or
- (b) termination in accordance with its terms.

### 3. AGREEMENT

This agreement includes the terms and conditions appearing below.

### 4. FEE

A non-refundable fee of \$5,000.00 plus GST is payable for the licence.

### 5. ACKNOWLEDGEMENT

By signing this application, You acknowledge and agree that You have read and understood this agreement.

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## TERMS

- A. MLA has established a program to predict the eating quality of beef and sheepmeat. The predicted eating quality depends on the grading of the animal, the cut, the ageing and the cooking method.
- B. As a licensed independent software developer, You are entitled to develop the Software in accordance with this agreement.

1. MLA grants You a non-exclusive licence of the Software for the sole purpose of creating the Developments and supplying the Developments to the Processors.

2. You must comply with all lawful and reasonable directions of MLA, including complying with the MSA Standards for Software Development (as amended by MLA from time to time).

3. You must not deploy the Developments to any operational site of any Processor without MLA, or its nominee, first auditing and testing the Developments to ensure that they comply with the requirements of the MSA standards (**Auditing & Testing**) and notifying You that the Developments have passed the Auditing and Testing for that operational site.
4. You must notify MLA when the Developments are ready for Auditing & Testing by MLA.
5. You must permit MLA access to premises under Your control or used by You to Audit & Test the Developments at any time during the term of this agreement.
6. You acknowledge that MLA remains the owner of the intellectual property and all other rights in the Software.
7. You assign to MLA all intellectual property in the Developments as and when they are created, whether existing as at the date of this agreement or created afterwards.
8. You warrant that the use of the Developments will not infringe any other person's intellectual property or other rights and that MLA and the Processors will be entitled to use the Developments without the consent of any other person.
9. MLA grants You a non-exclusive royalty free licence to sublicense the Developments to the Processors on such terms as MLA may reasonably approve.
10. MLA may from time to time notify You that a Processor is no longer licensed by MLA under the MSA scheme.
11. You must not provide the Developments to any Processor the subject of a notice under clause 10.
12. You acknowledge that MLA's confidential information means all its trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form, including the Software (**Confidential Information**).
13. You must take all such reasonable precautions as may be necessary to maintain the confidentiality of the Confidential Information and only disclose the Confidential Information to those of its employees who need to know for the purposes of this agreement.
14. You must immediately on demand from MLA deliver to MLA all Confidential Information and permanently delete from all computer systems under Your control all Confidential Information, which is in electronic form.
15. You must not engage agents or contractors to assist You in creating the Developments without the prior written consent of MLA.
16. You acknowledge that the Processors will pay You for creating the Developments and that MLA is not liable for any payment to You in relation to the Developments.
17. You indemnify MLA against all damages, losses, costs and expenses incurred by MLA arising out of any breach by You of this agreement and any act or omission of You, Your officers, employees, consultants, agents and subcontractors in connection with this agreement and any use of the Developments.
18. Subject to earlier termination in accordance with clause 19, this agreement continues until MLA issues a new version of the Software.
19. If You go into liquidation or commit an act of bankruptcy, or breach any term of this agreement which You fail, within 7 days after MLA's notice, to remedy, MLA may, by notice to You, terminate this agreement.
20. On termination of this agreement for any reason You must immediately stop creating the Developments and must return the Software, the Developments, the Confidential Information and any materials derived from them to MLA and permanently delete from all computer systems under Your control all Confidential Information, which is in electronic form.
21. The parties must, without delay and in good faith, attempt to resolve any dispute that arises out of or in connection with this agreement prior to commencing any proceedings.
22. If You or MLA requires resolution of a dispute under this agreement, or Your application has been rejected and You want that refusal reviewed, it must, before seeking any other resolution, immediately submit full details of the dispute to the other party. If the dispute is not resolved within 14 days either party may request the President of the Law Society of New South to appoint an expert to determine the dispute. In making a determination the expert acts as an expert and not as an arbitrator. The expert's decision is conclusive, final and binding on the parties (except in the case of manifest error). The parties must pay the costs of the determination as determined by the expert.
23. A notice or other communication in connection with this agreement must be in writing and must be sent by mail to either party at the address on the front page of this agreement.
24. You may not assign a right under this agreement.
25. You must promptly sign all documents and do all things that MLA from time to time reasonably requests to effect, perfect or complete this agreement.

26. This agreement is governed by and must be construed in accordance with the laws of New South Wales.

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**EXECUTED AS AN AGREEMENT**

Signed for and on behalf of the applicant named above:

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Name of authorised Person  
(PLEASE PRINT)

\_\_\_\_\_  
Date

Signed for and on behalf of **Meat and Livestock Australia Limited**

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Office Held

\_\_\_\_\_  
Name of authorised Person  
(PLEASE PRINT)

\_\_\_\_\_  
Date