Request for tender

Strictly confidential

Using computer vision to improve Feedlot Cattle heat load forecasting

Tenderer: [Insert Name]

Date completed: [Insert Date]

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SECTION 1

1. **INTRODUCTION AND INSTRUCTIONS**

1.1 **MLA**

(a) Meat & Livestock Australia Limited (ABN 39 081 678 364) and its related body corporate Integrity Systems Company Limited (ABN 34 134 745 038) [insert the following if MDC is involved: and MLA Donor Company Limited (ABN 49 083 304 867) ("MDC")] (together, **"MLA")** undertake a range of research and development and marketing programs designed to benefit beef, sheepmeat and goatmeat industry participants, from livestock producers to retail service providers. It also provides a number of research and development and marketing services to related industry sectors including meat processors and live animal exporters.

1.2 **Invitation**

MLA invites interested parties to submit tenders by 1700 AEDT on 14 February 2025 **("Closing Date"),** to undertake a project on Using computer vision to improve Feedlot Cattle heat load forecasting

1.3 **Tenders**

Tenders must comply with all requirements specified in this request for tender.

Please submit an electronic/soft copy of the tender. All submissions must be emailed to: tenders@mla.com.au

All questions in Section 2 must be completed by the tenderer.

Section 3 describes MLA's requirements for [insert description of subject matter] **("Specification").** Each tenderer must provide a statement detailing how it would meet MLA's requirements in Section 3.

Section 4 contains the terms upon which MLA will enter into an agreement with the successful tenderer. These terms contain minimum legal requirements that must be satisfied before MLA is prepared to enter into an agreement with a supplier and will apply unless the successful tenderer has an existing umbrella agreement with MLA. For the majority of tenders and to the extent permitted by law, MLA's terms are not open to negotiation. The tenderer acknowledges and agrees that submitting a tender to MLA will constitute acceptance of all terms of the agreement in Section 4 by the tenderer. If a tenderer has previously agreed relevant umbrella terms with MLA then those umbrella terms will instead apply.

Section 5 contains a declaration to be completed by the tenderer.

Section 6 and Section 7 should be completed by the tenderer if there are additional corporate governance disclosures required as part of the response to Section 2.

All tenders should contain:

(a)   the answers to the questions and information required in **Section 2;**

(b)   any additional information, reports or documents required in relation to the Specification in **Section 3;**

(c)   a statement detailing how the tenderer will meet MLA's requirements in **Section 3;**

(d)   confirmation that, if successful, the tenderer will enter into an agreement with MLA on the terms set out in **Section 4** or on any previously agreed umbrella terms; and

(e)   the completed declaration in the form set out in **Section 5.**

MLA will treat all tenders in confidence.

1.4   **Ownership of tenders**

The documents which comprise this request for tender and any other material provided by MLA to tenderers, including any intellectual property rights in the same, remain the property of MLA **("MLA Material").**

MLA grants each tenderer a non-transferable, non-exclusive, royalty-free licence to use the MLA Material for the purposes of this tender process.

Any intellectual property rights that exist in a tenderer's response to this request for tender, other than the intellectual property rights in the MLA Material, will remain with the tenderer or its third party licensors **("Tenderer IP").**

The tenderer acknowledges and agrees that all material submitted by a tenderer in response to this request for tender will become the property of MLA on receipt by MLA.

The tenderer grants MLA and its employees, agents, contractors and advisers a non-exclusive, irrevocable, royalty-free licence to copy, adapt, modify and create derivate works from the Tenderer IP for the purposes of evaluating the tender.

1.5   **Disclosure**

In providing a tender the tenderer agrees to the disclosure of information in the tender to MLA's employees, agents, contractors and advisers, for the purposes of this tender process, as required by law or otherwise with the tenderer's consent.

Tenderers must clearly identify any information that they consider should be protected as confidential or commercially sensitive information.

1.6   **Questions**

Any questions must be submitted in writing to the email address specified in section 1.3 above. MLA may provide the answers to such questions at its discretion and may share the answers with all tenderers. A tenderer may request that a question be treated as proprietary (where the information disclosed is considered commercially sensitive to the tenderer).

1.7   **Extension of Closing Date**

MLA may extend the Closing Date. Tenderers may request an extension in writing via email to the email address specified in section 1.3 above at least 3 business days prior to the Closing Date and must provide reasons in support of the request.

Any extension of time will be granted to all tenderers, not only the tenderer requesting the extension.

1.8   **Confidentiality**

The contents of this request for tender and all other information and materials provided to a tenderer by or on behalf of MLA relating to this tender, including information provided prior to the release of this document, are confidential to MLA, to the extent such information and materials are not publicly available or in the public domain at the time disclosed.

A tenderer must not use copy, reproduce, distribute or disclose such information or materials (except to the tenderer's employees, agents, contractors and advisers for the sole purpose of enabling the tenderer to submit a tender).

1.9   **Discussion and public statements**

Unless expressly provided in this request for tender, tenderers and their employees, agents, contractors and advisers must not at any time during the tender process approach or discuss with any MLA employees, agents, contractors or advisers (except the MLA Contact) any matter relating to the request for tender or the tender.

Tenderers must not make any public statement about this request for tender without the prior written consent of MLA.

1.10   **Conflict of interest**

A tenderer must not have any actual, potential or perceived conflict of interest between its interests and the interests of MLA in connection with this request for tender. If an

actual, potential or perceived conflict of interest arises, the tenderer must immediately notify MLA in writing and MLA will:

(a)   enter into discussions to seek to resolve such conflict of interest and require the tenderer to take such steps as MLA may reasonably require to resolve or otherwise deal with the conflict;

(b)   exclude the tenderer from further participation in this request for tender and disregard the tender provided by such a tenderer; or

(c)   take any other action it considers appropriate.

1.11   **Budget information**

Budget information specified in tenders must:

(a)   be expressed in Australian dollars;

(b)   be inclusive of all charges, and expenses;

(c)   identify separately the duties and taxes, including goods and services tax **(GST)** component of the price; and

(d)   apply for the duration of the provision of the goods and services contemplated by this request for tender.

1.12   **Tender validity period**

Each tender must remain open for acceptance by MLA for a period of at least six months from the Closing Date. The tenderer should specify any longer periods for which the offer remains valid.

1.13   **Applicable law**

The laws of New South Wales apply to this request for tender.

1.14   **Privacy**

Each tenderer must ensure that it complies with the *Privacy Act 1988* (Cth) in submitting its tender and, if successful, in entering into an agreement for the provision of goods and services contemplated by this request for tender.

MLA will collect your personal information for the purposes of administering this request for tender, including corresponding with you about this tender and evaluating your tender. If you choose not to provide some or all the required personal information, we may not be able to consider your tender.

MLA may disclose your personal information to:

(a)   our related entities, international offices, and representatives for the purpose of our business only;

(b)   [insert details of any third parties to whom MLA may disclose personal information to, for the purposes of this tender]

[insert the following if MLA may disclose personal information overseas for the purposes of the tender: MLA may disclose your personal information outside Australia [include details, e.g. relevant countries, if practicable].]

Please refer to our privacy policy (https://www.mla.com.au/general/privacy/) for further details about how we handle your personal information, how you may access or request correction of your personal information or make an enquiry or complaint about our handling of your personal information.

1.15   **MLA's rights**

MLA reserves the right to:

(a)   reject any tender;

(b)   close the right to submit tenders at any time before the Closing Date, without giving any reason or communicating such closure to any person;

(c)   accept late tenders;

(d)   accept any tenders which do not otherwise comply with the terms of this request for tender;

(e)   accept part tenders;

(f)   withdraw this request for tender or issue a new request for tender;

(g)   vary the terms of this request for tender;

(h)   negotiate directly with any person before or after the Closing Date;

(i)   discuss with each tenderer details of its tender;

(j)   proceed with the project on the basis of a different scope and performance requirements that differ to those set out in this request for tender; and

(k)   vary the tender selection process set out in this request for tender.

In addition to its rights above, MLA may decline to consider or accept any tender from a tenderer who does not satisfy MLA of the tenderer's ability to complete the tender in

accordance with its terms. MLA expects all tenderers to behave in a courteous and professional manner and will not tolerate harassment or bullying from tenderers. MLA may exclude tenderers who exhibit unacceptable behaviour from this tender process.

MLA is not obliged to disclose the nature of any negotiations, amendments, alterations, additions or other changes provided to a tenderer, nor to offer or accept the same or equivalent amendments, alterations or other changes to other tenderers.

1.16   **Tender evaluation**

The successful tenderer will be selected on the basis of the tender that best meets MLA's Specifications, including where relevant:

(a)   the quality of the goods or services;

(b)   fitness for purpose of the proposal

(c)   whether the tenderer has the qualifications, experience and resources needed;

(d)   value for money, considering the whole of life costs (such as initial purchase price, operating costs, licensing costs, costs of additional features and transition out costs);

(e)   technical, commercial, financial, legal and other risks particular to a tender;

(f)   the use of proposed subcontractors;

(g)   preparedness to agree to MLA's standard agreement or previously agreed umbrella terms; and

(h)   any other criteria appropriate to the purpose of the request for tender.

MLA may allocate any weighting to the evaluation criteria at its discretion and is not bound to accept the lowest priced tender or any tender submitted.

In the evaluation of tenders, MLA may:

(a)   have regard to knowledge and previous experience and dealings with a tenderer;

(b)   have regard to information about past and current performance of a tenderer, including under any contract, arrangement or dealing with the tenderer; and

(c)   obtain and rely upon advice from any third party in respect of any legal, technical or financial matter.

MLA may waive compliance with any of the terms of this request for tender and consider and accept any tender which does not conform with these terms.

MLA may require a tenderer to provide such further information as MLA requires in order to consider the tenderer's tender and, if so required, the tenderer must promptly provide such information.

1.17   **Costs**

MLA will not be responsible for any costs or expenses incurred by the tenderer arising in any way from the preparation of tenders, including if the procurement process is terminated or amended by MLA.

1.18   **Binding agreement**

A tender will not be deemed to have been accepted by MLA, nor any agreement arise between a tenderer and MLA, until the successful tenderer and MLA enter into a formal written agreement for the provision of the goods and services contemplated by this request for tender. This request for tender does not form a contract between MLA and the tenderer.

1.19   **Selection process**

MLA will review each tender and may select a short list of tenderers. Any such short listed tenderers may be required to present to MLA or workshop or negotiate their proposal with MLA. A successful tenderer may be selected from such a list.

SECTION 2 – TENDERER INFORMATION

[Tenderer to complete]

1.1   **Details of tenderer**

Name: [insert name of the company or individual responding to the tender]

Australian Business Number (ABN): [insert]

Address [insert address of the company or individual responding to the tender]

Contact name [insert name of the person who may be contacted for further information]

Telephone number: [insert]

Email address: [insert]

1.2   **Pricing**

Tenderers are to provide quotes for all fees, charges and expenses. Prices are to include all work related to the provision of goods and services contemplated by this request for tender and are to be inclusive of GST and other applicable duties and taxes.

1.3   **Proposed subcontractors and suppliers**

The tenderer must list all proposed subcontractors and suppliers that the tenderer intends to engage in providing goods or services to MLA:

Description of goods or services	Subcontractor or supplier name
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]
[insert]	[insert]

1.4   **Insurance**

The tenderer must provide details of current insurance policies held by it and each proposed subcontractor and supplier:

Tenderer's Insurance

Insurance type	Policy number	Extent of cover: per incident	Extent of cover: in aggregate	Expiry date
Professional indemnity	[insert]	[insert]	[insert]	[insert]
Public liability	[insert]	[insert]	[insert]	[insert]
Workers' compensation	[insert]	[insert]	[insert]	[insert]

[If subcontractors or suppliers are involved, duplicate the above table and complete for each subcontractor or supplier]

1.5 **Corporate Governance**

Modern slavery:

Please see MLA's Modern Slavery questionnaire at **Section 7** which must be completed by all MLA vendors.

Conflicts of interest:

☐ tenderer confirms that there are no actual, potential or perceived conflict of interest between its interests and the interests of MLA in connection with this request for tender

OR

☐ tenderer has declared any actual, potential or perceived conflict of interest(s) in Section 6

Gifts or hospitality:

☐ tenderer confirms that it has not provided any gifts or hospitality to MLA during the request for tender

OR

☐ tenderer has provided the gifts and hospitality to MLA declared in Section 6

Anti-bribery or corruption:

☐ tenderer confirms that has not been convicted of or subject to formal investigations into any anti-bribery and corruption offences;

OR

☐ tenderer has declared its anti-bribery and corruption offences, convictions or investigations in Schedule 6

1.6   **References**

The tenderer must provide details (including the relevant contact) of the last 3 agreements entered into for the provision of goods or services comparable to those set out in this Request for Tender:

(a)   Organisation name: [insert]

   Telephone number: [insert]

   Contact name: [insert]

   Goods or services provided: [insert]

   Completion date of agreement: [insert]

(b)   Organisation name: [insert]

   Telephone number: [insert]

   Contact name: [insert]

   Goods or services provided: [insert]

   Completion date of agreement: [insert]

(c)   Organisation name: [insert]

   Telephone number: [insert]

   Contact name: [insert]

   Goods or services provided: [insert]

   Completion date of agreement: [insert]

Using computer vision to improve Feedlot Cattle heat load forecasting

Summary:

Meat & Livestock Australia (MLA) is seeking quotes from organizations to use computer vision and artificial intelligence as well as traditional statistical modelling techniques to develop improved methods to forecast and provide early warning of heat load of feedlot cattle.

Background:

Australian livestock producers face significant variations in weather conditions that includes extreme weather events such as drought, floods, and heat waves. The Australian feedlot industry is a world leader in managing cattle comfort amongst these weather extremes. The Australian Lot Feeders' Association has outlined a vision for all feedlots to be shaded by 2026. Furthermore, the industry's quality assurance program (the National Feedlot Accreditation Scheme), requires all feedlots to calculate and monitor the Heat Load Index (HLI) and Accumulated Heat Load Units (AHLU), conduct risk assessments of classes of cattle present at the feedlot, and implement an excessive heat load management plan. By utilizing these methods, feedlots have an early warning system to implement management strategies to ensure animal welfare prior to a heat load event occurring.

The HLI and the AHLU models were funded by MLA from monitoring panting scores of commercial feedlot cattle across a range of sites in Australia and the United States and have been utilised by the Australian feedlot industry since 2008 to forecast and manage heat load. Whilst the models have served the industry well, recent MLA Projects B.FLT.0387 and B.FLT.4006 have identified opportunities for improvement in heat load prediction as the AHLU model did not explain a high degree of panting score variation.

As part of this project, cameras will be deployed to a number of feedlots over the summer of 2025/26, 2026/27 and 2027/28. Computer vision will be used to classify the behaviour of animals in feedlot pens in relation to indicators of heat stress. The computer vision experts will then need to provide these classifications to help validate and refine the HLI/AHLU model. The computer vision experts will also be and afforded the capability and independence to develop a computer vision based time series forecasting artificial intelligence model predictive of extreme weather events for Australian Lot Feeders'.

Project objectives:

1. Review the latest in heat load and heat stress indicators and prediction models for cattle (not just feedlot) as part of a literature review. Determine the key animal behavior and meteorological indicators to be considered for this project and that predict head stress, including impending mortality of cattle under different management strategies in feedlots.

2. Demonstrate and validate that computer vision based classification of animal behavior can be used to classify behavior of feedlot cattle and applicable to indicators of heat stress of cattle.

3. Improve and refine the HLI/AHLU cattle heat load forecasting algorithms to improve model accuracy and precision, with particular attention to heat load dissipation rate, and prediction of cattle panting scores.

4. Deploy camera based (still image or video – proponent to nominate) monitoring in three pens of cattle at six different feedlots in different geographic regions of Australia. The cameras (2-3 in each pen) should be positioned to determine;
    a. Animals in pen standing or lying & duration.

b. Pen shade utilization

c. Water trough zone animal density and consumption

d. Panting score

e. Open mouth panting

f. Any other relevant predictions of cattle heat load (as determined in objectives 1 & 2).

5. Deploy in-pen weather stations (such as Wireless Vantage Pro 2™ Plus With 24-Hr Fan Aspirated Radiation Shield and WeatherLink Console) in each of the research pens to measure pen microclimate data.

6. Collect camera based images/video over the summer of 2025/26 & 2026/27 & 2027/28 summer.

7. Utilizing computer vision based artificial intelligence techniques classify the behavior of animals in the feedlot pens and develop a database of imagery and animal behaviour classifications.

8. Measure meteorological conditions at each feedlot site using a central automated weather station.

9. Use the database of animal based heat stress classification and meteorological data, to validate and develop a more accurate HLI/AHLU model.

10. Apply artificial intelligence based techniques to the computer vision based heat stress classification imagery and meteorological data to develop a new model to predict feedlot cattle heat stress risk, taking into consideration the following risk factors;

a. Pen standing/lying duration

b. Pen shade utilization

c. Water trough zone animal density and consumption

d. Open mouth panting

e. Panting score

f. Any other measure of heat stress of feedlot cattle deemed relevant or accurate.

11. Develop a time-series heat load forecasting model predictive of objective 10 - a.-f. using meteorological data as the input.

12. Validate the newly developed model over the summer of 2027/28

13. Contrast the adequacy of the HLI/AHLU, THI and project model/s on this independent dataset.

Brief project design and methods:

The project should include a company or organization specializing in computer vision/artificial intelligence modelling, capable of delivering on objectives 7-12. As part of the refinement and further validation of the HLI/AHLU algorithms, a detailed methodology should be provided as part of this project application. In addition, the lead organization will need to specify on the ground project management for the implementation of objectives 2-5, with a research service provider of their choosing.

Applicants need to develop a robust methodology to achieve project objectives, and this should be outlined in the project application. Quality of brief project design and methods to achieve project objectives including adequate partners, resourcing and expertise to facilitate proposed R&D is a selection criteria.

For the participating feedlots, the following data will need to be provided to the project;

Animal Variables

o Breed composition

o Body weight

- Days on feed

Pen Microclimate variables
- Ambient temperature
- Relative humidity
- Windspeed
- Solar radiation
- Pen surface temperature
- Pen Water consumption

The project lead should supply a collaborator declaration from each of the proposed participating feedlots in the application. Deployment to 6 feedlots should not occur until objectives 1 & 2 have been completed. The proponent is to nominate in their application how they will validate their animal behaviour classifications (objective 2). MLA is currently working on a separately contracted project with cameras and weather stations in four research pens at a commercial feedlot. These are available for use for this project, with the cameras currently collecting images since June 2024. This organization has other feedlots in Australia and may be interested in participating more widely in this initiative. Please reach out to MLA to arrange an introduction when planning this project.

For objectives 7-11 – The model should take into account predictive factors of heat stress such as;
- Pen standing/lying duration
- Pen shade utilization
- Water trough zone animal density and consumption
- Open mouth panting
- Any other measure of heat stress as deemed suitable.

The final predictive models for each behavior trait should be delivered to MLA, along with source code, and measures of initial performance statistics. MLA is to own this IP and will need to engage the organization company performing this work as a third party participant, to the overarching R&D project.

An itemized budget justification should be provided as part of the application in an excel spreadsheet.

As part of the application, the potential project proponent should present supporting evidence and prove that they can use computer vision to measure behaviors associated with heat stress in cattle (proof of concept level);
- Pen standing/lying duration
- Pen shade utilization
- Water trough zone animal density and water consumption
- Open mouth panting
- Any other relevant measure of heat stress

Any improvements made to the HLI/AHLU algorithms or methodology will be made publicly available and

also available to the heat load forecasting service providers in Australia. Commercialisation routes of the newly developed heat stress forecasting model can be negotiated with MLA.

Reporting Requirements:

The successful applicant will provide milestone reports (if required) and a final report containing the results. Milestone and final reports will be prepared in line with MLA report guidelines and delivered in Microsoft Word format. The project lead may subcontract this role to the research service provider of their choosing.

In addition to MLA standard reports, the following will also be provided to MLA at the time of delivery of the Final report:

1. a copy of all project data, including meta-data, including Artificial Intelligence model source code and predictive models.

Timing:

Delivery timeline is a selection criterion at both stages of application assessment and speed to delivery outcomes for commercial industry will be viewed positively.

Intellectual Property

MLA will own Project IP 100% including the final models and source code. License for Commercialisation of any new model developed out of objectives 7-10 can be negotiated during statement of work execution. All imagery collected over this project is to be supplied to MLAs secure data housing platform at regular intervals throughout the project.

Budget & Justification:

There is no set budget project, and value for money will be determined through the tender process. Quality of budget justification and value for money are both selection criteria. MLA encourages applicants to justify their budget as thoroughly as possible, and an excel spreadsheet should be attached to the application. Applicants should be detailed e.g. number of trips, mileage, meals, units used, rates, etc. in their justification.

In addition to Capital, Fees and Expenses for the research program, the applicant should also budget for the following.

a. Face to Face initiation meeting at service provider site – 1 day
b. Face to Face completion meeting at service provider site – 1 day
c. Monthly Microsoft Teams catch-ups (2 hours)
d. Preparation time for 2 x internal feedlot industry meetings
e. Presentation time for 2 x internal feedlot industry meetings (via Microsoft Teams)
f. Journal article publication costs.

Confidentiality:

By submitting an expression of interest, the applicant will disclose information in the preliminary application form to MLA's employees, agents, contractors and advisors, for the purposes of this tender process and any legal or MLA policy requirement. Applicants must identify any information that they consider should be protected as confidential information and provide reasons for this.

Conflict of interest:

Applicants, research teams or subcontractors with any potential conflicts of interest with Meat & Livestock Australia, or the Australian Lot Feeders' Association, should thoroughly outline these in their application.

Applicants submit a quote, utilizing the MLA Application form (see below), addressing the terms of reference. Proposals will be scored against the selection criterion set out below. MLA will acknowledge receipt of each application. Applicants will be advised in writing of the success or failure of their application with feedback relative to the Selection criteria. No further correspondence will be entered into after this feedback is provided by MLA. Please include a detailed budget justification with the application in an separate excel spreadsheet.

Contract execution will involve executing an Umbrella research agreement and Statement of Work. A copy of MLA's umbrella agreement is available on MLA's website at MLA agreements | Meat & Livestock Australia.

This project will utilize grain-fed levy funding, please utilize the MLA Preliminary Application Form - Live export, grainfed beef and goat levy funded programs

Go to Project application guidelines and forms | Meat & Livestock Australia then navigate to the preliminary application form.

Selection criteria:

Stage 1 - MLA applications will be reviewed by Meat & Livestock Australia, and selection will be based on assessment against the following criteria:

Selection Criteria
Collaborator declarations (from approved delegation levels) that all partners agree to methodology and budget justification in the application.
Quality of project design and methods to achieve project objectives including adequate partners, resourcing, facilities and expertise to facilitate proposed R&D
On-time delivery track record, research publications/commercialization outcomes in last 5 years of project team. References for tender applicant and subcontractors of the last 3 agreements entered into for the provision of goods or services comparable to those set out in this Request for Tender.
Quality of budget justification excel spreadsheet.
Experience with usage of computer vision to classify animal behaviour imagery datasets.
Value for money of budget.

Project proposal submissions:

Applications must be lodged electronically as Word document to: feedlot@mla.com.au

Preliminary Applications with excel spreadsheet budget justification and completed collaborator declarations must be received by 1700 AEDT 14 February 2025.

Strict adherence to the time deadline for applications will occur. Applications received after the deadline will not be assessed. Incomplete request for tender applications with all of the required documentation will not be assessed.

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Further information:

feedlot@mla.com.au

Research & Development

Meat & Livestock Australia

Or

Feedlot Program Manager

Matthew Van der Saag

mvandersaag@mla.com.au

0427 214 494

Section 3.0 Appendix 1. Subcontractor/collaborator organisation declaration

A signed declaration must be provided to MLA for each subcontractor or collaborator organisation nominated in the MLA application.

Contribution/Payment Table

Item	Cash Contribution to Lead Organisation (if not providing cash directly to lead organisation put N/A)	In-Kind (nominate any in-kind contributions)	Cash payments (list any cash-payments required from MLA or lead organisation)
Details of Work to be conducted by Subcontractor/collaborator			
Total Dollars and justification			

Declaration

- I declare our organisation agrees to the methodology and budget outlined in the MLA tender application and Contribution/Payment

By signing below, I am authorised to sign and submit this declaration on behalf of our organisation, and agree to the above declaration and confirm all the above statements to be true.

Name of MLA Tender Application:	
Lead organisation submitting MLA tender:	
Industry Partner (organisation name):	
Industry Partner ACN or ABN:	
Authorised representative (name and signature):	
Position/Role:	
Address:	
Phone:	Email:

SECTION 4 - MLA TERMS

A copy of MLA's umbrella [select applicable agreement: research agreement/consultancy agreement] is available on MLA's website at https://www.mla.com.au/about-mla/mla-agreements/http://www.mla.com.au/mla-agreements

SECTION 5 - DECLARATION

1.1 **For corporate tenderers**

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I hold the position of [position] and am duly authorised by [insert tenderer organisation] **(Tenderer)** to make this declaration on its behalf.

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:
[list documents comprising tender]

Neither the Tenderer nor any of its employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did the Tenderer disclose to any other tenderer the Tenderer's tendered price prior to closing of tenders.

Neither the Tenderer nor any of its employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, it would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

The Tenderer is not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The Tenderer confirms that they are prepared to agree to MLA's standard agreement or proceed with the Tender under previously agreed umbrella terms.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]
This [insert date] day of [insert month] 2024

Before me,

Justice of the Peace/Solicitor

1.2 **For individual tenderers**

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:
[list documents comprising tender]

Neither me nor any of my employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did I disclose to any other tenderer my tendered price prior to closing of tenders.

Neither me nor any of my employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, I would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

I am not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

I confirm that I am prepared to agree to MLA's standard agreement or proceed with the Tender under previously agreed umbrella terms.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]
This [insert date] day of [insert month] 2024

Before me,

Justice of the Peace/Solicitor

SECTION 6- CORPORATE GOVERNANCE DISCLOSURES ANNEXURE

[Tenderer to complete. Where the below is not applicable, please insert N/A in the below tables]

1.1   **Conflicts of interest**

Name of individual with conflict	Date interest declared	Expected time frame of the conflict	Nature and extent of the actual, potential or perceived conflict	Plan to manage and mitigate the conflict of interest of the party	MLA approval
[insert name of individual on the tenderer's side with a conflict]	[insert date the conflict of interest was declared. As per Section 1.10 of this request for tender, the tenderer must immediately notify MLA in writing of any conflict of interest.]	[insert time frame of the conflict e.g. ongoing, until a given date, or for a stated number of months/years]	[insert description of the conflict of interest, details of any MLA individuals involved and their relationship with the named individual on the tenderer's side]	[insert plan to manage the conflict of interest as agreed between MLA and the tenderer]	[insert date of approval of conflict of interest and management plan by MLA and relevant approver from MLA]
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

1.2   **Gifts or hospitality**

Gift or hospitality	Estimated value
[insert details of gift or hospitality provided to MLA)	[provide an estimate of the value of the gift or hospitality]

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1.3 **Anti-bribery and corruption**

Incident	Action taken	Date
[Please include details to any association to current or prior claims/events relating to bribery or corruption]	[insert details taken by the tenderer or any regulator to address the bribery or corruption)	[insert the date, or date range, of the bribery or corruption)
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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SECTION 7 - MLA MODERN SLAVERY QUESTIONAIRE

[Tenderer to complete.]
Background:

MLA has a zero-tolerance approach towards any trafficking, slavery, wage exploitation, involuntary servitude, forced labour and child labour and is required to comply with the Australian Modern Slavery Act 2018 (Cth). Whilst MLA is confident that its business partners adhere to such principles and strive to eliminate any modern slavery practices from its operations and supply chains, it has implemented a due diligence process, including this questionnaire, which will assist in identifying any modern slavery risks in its supply chain and address such risks appropriately. Refer to MLA's Code of Business Conduct and Ethics.

Contact Details

Entity Name	Click or tap here to enter text.
Postal address	Click or tap here to enter text.
Country of Operations	Click or tap here to enter text.
Contact Name	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Mobile	Click or tap here to enter text.
E-mail	Click or tap here to enter text.

Note:
• *If you respond 'No' to any of the questions, please provide information on how your organisation addresses these requirements.*
• *Please send copies of policies, procedures, or other relevant documents such as internal Modern Slavery Policy or Modern Slavery Checklist to RiskandCompliance@mla.com.au to support your questionnaire, where applicable.*

Questions:

1.	Is your company required to report under the Modern Slavery Act (Cth) 2018? **If yes, please provide a link to or copy of the latest Modern Slavery Statement:** Click or tap here to enter text.	☐ Yes ☐ No
2.	Does your company (including its subsidiaries, where applicable) implement a process that aims to identify any potential risks of modern slavery practices in its operations and supply chain? **Please provide additional comments:** Click or tap here to enter text.	☐ Yes ☐ No
3.	Does your company have a code of conduct or similar compliance and ethics related policy in place? If yes, please attach a link to or copy of the policy, where applicable. **If no, please provide additional comments:** Click or tap here to enter text.	☐ Yes ☐ No
4.	Does your company have a policy or process that prohibits forced labour and	☐ Yes ☐ No

	human trafficking in your business? If yes, please attach a link to or copy of the policy, where applicable. **If no, please provide additional comments:** Click or tap here to enter text.	
5.	**D**oes your company have a process to ensure that recruitment agencies, acting on your behalf, operate in compliance with applicable laws and act ethically by not charging workers fees or expenses to get their job? • Please tick NA if your company does not engage recruitment agencies. If no, please provide additional comments: **Click or tap here to enter text.**	☐ Yes ☐ No
6.	Does your company have a policy statement concerning your commitment to workplace health and safety standards and compliance with all relevant workplace health and safety laws? Please attach a link to or copy of the policy, where applicable. **Click or tap here to enter text.** **If no, please provide additional comments:** Click or tap here to enter text.	☐ Yes ☐ No
7.	Do you provide all your workers with information on employment conditions and workplace entitlements? If no, please provide additional comments: **Click or tap here to enter text.**	☐ Yes ☐ No
8.	Do you have a policy that respects your workers' rights, in accordance with relevant national and state laws, to freedom of association and collective bargaining? Please attach a link to or copy of the policy, where applicable. **Click or tap here to enter text.** If no, please provide additional comments: **Click or tap here to enter text.**	☐ Yes ☐ No
9.	Does your company have a policy or process providing a grievance and disciplinary mechanism for workers? Please attach a link to or copy of the policy, where applicable. **Click or tap here to enter text.** **If no, please provide additional comments:** Click or tap here to enter text.	☐ Yes ☐ No