Wine Australia

AWFF EOI Applicant Guide

How to build a strong, decision-ready innovation opportunity for Australia's grape and wine sector

Companion to: AWFF Expression of Interest — Applicant Template for RIF Co-investment pathways, Version 1.1 (13/11/ 2026)

The aim is not to "sell" an idea with hype. The strongest EOI makes it easy to see a real industry need, a practical and distinctive response, credible delivery capability, useful evidence, proportionate value and manageable risk.

This guide helps applicants complete the EOI only. It does not replace the EOI form, constitute an invitation to submit a full proposal, or indicate that funding will be approved.

Why the Australian Wine Future Fund is looking for your best ideas

The Australian Wine Future Fund (AWFF) is designed to help turn genuine industry needs and promising ideas into practical innovation that grape growers, winemakers and the wider value chain can test, use and learn from. The emphasis is on applied value: improving a decision, practice, technology, capability or pathway—not simply funding activity.

Under the AWFF, the RIF co-investment pathways allow for non-levy cash contributions to be leveraged with Commonwealth funds. Through this mechanism Wine Australia will contribute up to 40% of the total project cash with the applicant and their partners funding at least 60% of the project (cash only). While project stakeholders are likely to require value from their contribution, it is equally important to Wine Australia that there is also potential for broader wine industry value. There is currently no cap on total project cash value.

Other eligibility criteria include:

- *Activities must be deemed Research, Development, Extension or Adoption (definition as per the Primary Industries Levied and Charges Disbursement Act 2024 - Sections 9&10; Primary Industries Levies and Charges Disbursement Act 2024 - Federal Register of Legislation).*
- *The activities and end goal must align with the priorities, measures of success and outcomes outlined in the Wine Australia Strategic Plan.*
- *There is an aspect of additionality (something that wouldn't have been achieved otherwise), or democratisation (access for the broader sector) from Wine Australia's involvement.*

A successful opportunity should connect the proposed work to people who can use the result. For growers, that might mean a more reliable, efficient, resilient or environmentally sound way to manage production. For winemakers, it might mean improved quality, productivity, market responsiveness, process control or adoption of a useful technology. Across the sector, the opportunity should create learning or evidence that can support a practical next decision.

Think beyond a successful trial. A strong project defines what will happen after the evidence is available: further testing, practical validation, adoption, scaling, an external grant application, or a decision to stop or change direction.

AWFF recognises that good innovation contains uncertainty. A negative or inconclusive result can still be valuable if the test is well designed, the evidence is credible and the learning prevents wasted investment or identifies a better direction.

What assessors will be looking for

The EOI is designed to give Wine Australia enough information to confirm eligibility, strategic fit, choose the appropriate funding pathway and decide the next step. It is not a full business case. However, the information you provide should allow a reviewer to form a clear initial view through the assessment lenses.

Assessment lens	What a strong EOI demonstrates
Opportunity Value	There is evidence to support a need for the project or initiative, including a clear problem or opportunity with an appropriate solution being explored. That realising the opportunity is expected to result in practical industry value.
Strategic Fit	The opportunity addresses an approved priority or portfolio theme, is genuinely innovative or applied R&D, benefits the sector and is not a request to subsidise routine business operations.
Impact Pathway	An impact pathway considers the route from the current state to a future state where the problem has been solved or the opportunity realised. It includes the potential solution, including how or why it would be used, and by whom. It also considers the steps, organisations or individuals that will be involved in developing and deploying the solution to end users. A strong impact pathway also considers the evidence that those interested parties or end-users would need to see to contribute, invest, use or purchase.
Capability	The applicant and partners have the authority, people, facilities, networks, resources and motivation needed to deliver the work and share the learning.
Balanced Risk Management	Financial, legal, reputational, IP, data, regulatory, safety, biosecurity and delivery risks are disclosed and can be managed within the appropriate pathway.

Assessment lens	What a strong EOI demonstrates
Co-investment Rationale	Co-investment from Wine Australia will provide a material benefit to the initiative, or provide outcomes that wouldn't otherwise be achieved, such as availability to the broader wine sector. That the requested co-investment is proportionate to the activities being undertaken.

Strategic Fit, Impact Pathway and Balanced Risk Management are especially important. A material weakness in one of these areas cannot be rescued by a high score or a strong claim in another section.

Design the project before writing the EOI

Before opening the form, work through the following project-design questions with your key partners. Clear answers will make every EOI section easier to complete and more consistent.

1. What specific problem, opportunity or decision matters to grape growers, winemakers or another clearly identified sector user?
2. What evidence shows that the need is real, important and timely?
3. What exactly will be tested, developed, validated or enabled—and what is outside scope?
4. What is new or meaningfully different from current practice or available alternatives?
5. What two or three observable signals would show useful progress or success?
6. What evidence would show that the idea should stop, change or not be scaled?
7. Who must contribute, decide, deliver, provide evidence and use the result?
8. What practical decision will the evidence enable next?
9. What funding, cash, in-kind resources, data, facilities and time are genuinely available?
10. What factors could impact or change the delivery of the project or the eventual impact for the sector, including time frames, scope or viability?

Use plain language and be specific. Replace broad claims such as "transform the industry" with a defined user, problem, intervention, expected change, evidence source and next decision.

Potential pathways

This current Australian Wine Future Fund EOI is available for "Fast Innovation" pathway projects as well as "Major Co-investment" pathway opportunities. Both pathways are accessed via the same EOI process, and Wine Australia will triage into the applicable pathway prior to assessment.

After the EOI assessment process Wine Australia may suggest the Major Co-investment pathway for larger, longer-term or more complex opportunities.

Pathway	Best suited to	What happens after a promising EOI
Fast Innovation	Typically completed within 18 months or less- a	A short Success Contract focused on the test, evidence, contributions and guardrails.

Pathway	Best suited to	What happens after a promising EOI
	smaller applied R&D test with lower risk.	
Major co-investment	A larger, complex, strategic or multi-party initiative with higher risk, greater ambition or sector-wide potential.	Structured co-design covering the impact pathway, scope, work plan, governance, risk, budget, milestones and evidence.

Complete Part A: applicant and opportunity value

A1. Applicant and contact details

What good looks like. Use the correct legal entity, identify the authorised representative, and distinguish confirmed partners from proposed partners. Give each partner a clear role rather than listing names for credibility. Wine Australia prefers to enter into an agreement with one entity, where possible, and that the applicant can enter into agreements with other project stakeholders.

We recognise that projects may differ in their structure and requirements, and that some provisions may not be appropriate in all circumstances. Applicants therefore should review the standard Terms and Conditions (Attachment 1) and identify provisions that they consider would require amendment for their proposed project. Applicants should not propose departures unless they consider them necessary to enable the project to proceed, and should note that proposed departures may require additional review and negotiation and may therefore affect the time required to enter into an agreement.

We reserve our rights to update the standard Terms and Conditions. If updated Terms and Conditions are proposed, applicants will be provided with the revised version before contracting. Feedback and departures will be considered on a case by case basis, and may be incorporated into any updated Terms and Conditions.

Avoid. Unclear authority to submit, unexplained partner involvement, or treating an early conversation with a collaborator or partner as a confirmed commitment.

A2.1 Opportunity summary — maximum 300 words

Treat this as the reader's first decision-ready picture of the opportunity. Subsequent sections may allow an applicant to expand on specific areas of the problem, opportunity or justification for the investment. Guiding questions include:

- What is the problem or opportunity: what is happening, to whom and why it matters?
- What is the proposed response: what you want to test, develop, validate or enable?
- Who are the intended users: who would use the output or change practice?
- What is the practical value: what operational, financial, environmental, adoption or capability improvement could result?
- Why is this project needed now?

Less persuasive	Stronger and more decision-ready
"We want to develop an innovative technology that will benefit the wine industry."	"We propose to test whether [specific approach] can help [defined users] improve [practical outcome] under [relevant conditions]. The test responds to [evidence of need] and will inform whether the approach should be adopted, changed or not progressed."

Illustrative wording only—replace brackets with evidence and details specific to your opportunity.

A2.2 Evidence of need — maximum 200 words

Lead with the strongest evidence, not the longest background. Useful evidence may include grower or winery observations, customer signals, operational data, technical findings, adoption barriers, documented industry insights or a clear external deadline. Guiding questions include:

- What happens currently? (is there a solution in use that is inadequate, or no current solution?)
- What would the proposed approach change?
- Why is the difference useful to intended users? What uncertainty still needs to be resolved?

Explain what the evidence establishes and why the proposed response is warranted. If you don't have all of the evidence needed then consider including further validation activities as part of the project. When considering evidence:

- Name the users or operating context represented by the evidence.
- Use figures only when you can explain their source and relevance.
- Separate confirmed evidence from assumptions that the project still needs to test.
- Refer to an existing document rather than reproducing it; attach it only if it materially helps triage.

Avoid. Generic statements that the issue is "well known", stating that there is evidence but not providing it, using unsupported sector-wide claims, or relying only on the applicant's interest in the solution to justify the need.

A3. Strategic fit and future outcomes

A3.1 Alignment — maximum 150 words

Identify the relevant Objective, Key Priority, Measure of Success or Outcome from the Wine Australia Strategic Plan 2025-30. Then explain the connection between them and the activities, outcomes and impact from the initiative. Naming a priority without showing how the proposed work advances it is not enough.

Show	Explain
The relevant Objective, Key Priority or desired Outcome	Which part of the opportunity directly contributes to it.
The broader sector context	Why this opportunity requires funding from the AWFF, rather than being routine business expenditure for a wine business or the applicant.

A3.2 Users, beneficiaries and value — maximum 200 words

What good looks like (for A3.2 and A3.3). Details of end-user segments and what value they are provided by the output(s), as well as people or organisations that benefit, such as supply chain partners, or are required to be involved in development or deployment. Consideration of a) the stage that will be undertaken as part of this initiative, b) the future stages that may be required to develop or deploy a solution, and c) the end point once the impact is realised.

Provide details of the end-users and beneficiaries when the solution is deployed, problem solved or opportunity realised in the future. Be precise about who uses the output and who benefits. “The wine industry” is usually too broad unless you then identify the relevant grower groups, winery types, regions, value-chain participants or other users. Guiding questions include:

- What is the current situation for the intended users of the proposed solution?
- What practical change will those users need to make to use or get value from the proposed solution?
- How will the value be realised for them (financial, efficiency, environmental, quality) and any target or current state measures?
- Outside of the intended solution/opportunity, what are the likely operational, financial, environmental, adoption or capability consideration that will be needed for an intended user to gain value?
- Are there any people or organisations required for delivery or deployment, and what value does involvement provide them? (e.g. Supply Chain)

Be as clear as possible in describing the pilot group, region, a production system etc. that will gain value.

A3.3 Next steps towards impact — maximum 200 words

It is not expected that a solution will be ready at the end of this project. This section should provide confidence to the assessors, however, that there is a plan to achieve this should this stage be successful. Guiding questions include:

- What outputs will be created by this proposed stage, who are they for, and what evidence do they need to see?
- What further steps would be required in subsequent stages to progress towards delivery or deployment?
- What timeframes are required for the subsequent steps?
- Who will be responsible for developing and deploying the proposed solution (in this or subsequent stages) and how will that be funded?
- How will the broader industry gain value, and who would need to be involved to realise that value?
- If further investment is required to achieve impact, who would those investors be?

Be realistic as to what further work would be required after the end of this proposed stage, to advance the opportunity or solution. This could include: continuation of early-stage work such as research or tests; creation or improvement of a prototype; validation in a practical or operating environment; adoption activities; take a proven prototype or solution into other regions, sites or user groups; or any other actions that will be required at the end of the proposed current project to gain that value.

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Value should be plausible, not inflated. Assessors will consider value relative to Wine Australia's contribution and effort. A smaller project with a clear user, credible benefit and usable evidence may be stronger than a large proposal with ambitious but unsupported claims.

A4. Capability and Balanced Risk Management

A4.1 Team and resources — maximum 200 words

Project and research management are important skills to deliver outputs, outcomes and impact. It is also important that equipment, data, facilities and other resources are available for use by the team. Guiding questions include:

- Who will manage the project to meet its objectives and what is their capability?
- Who will be involved in the research and what is their capability?
- What resources are required / available to support project activities?

A4.2 Balanced risk management

All research has an element of risk. Be open about risks and how the team plan to manage those risks.

EOI field	How to strengthen your response
Current development stage, prior to this proposed investment stage	Select the stage that reflects the evidence already available, not the stage you hope to reach.
Project Readiness	Select the state of your project in terms of what is required between EOI submission and project initiation. Specific information can be provided in subsequent boxes, depending on the nature of any steps needed to prepare the project for initiation.
Essential approvals or permits	State the status of any approvals that are required for the project to commence or succeed. Include responsible party/decision maker(s) and any effect on timing or viability.
IP or data constraints	Identify ownership, access, confidentiality, licensing or sharing issues that could affect delivery or sector learning. Include background IP/data and any restraints on use in the project, or in development/deployment.
Other Risks and dependencies	List only issues that could change pathway, timing, scope or viability; include key partner(s), supply dependencies or constraints, seasonal requirements, technical risks or dependencies or external-decision dependencies.

A credible capability statement answers “who will do what, using which resources, with what authority?” It should also show that the team is motivated and able to complete the work and make evidence available.

A5. Funding and co-investment rationale

Provide an open, reconcilable early financial picture. Mark figures as indicative where appropriate, but do not leave the reader unable to understand the total project value, support requested and who is contributing what.

- State whether the total project value is GST inclusive or exclusive.
- Clearly state whether the funding is for the project term or per annum.
- Describe the support requested: funding, guidance, letter, co-investment or another defined form of support.
- Identify cash contributions by contributor and whether they are confirmed or proposed.
- For in-kind or deferred contributions, state the contributor, estimated or capped value, valuation basis and status.
- Check that every figure reconciles or is clearly marked as indicative.

Important funding setting. The EOI template states that AWFF funding is capped at 40% of the total project cash contribution. The cash component provided by the applicant, collaborators or co-funder are required to be paid to Wine Australia during the course of the project.

A5.2 Co-investment rationale

Explain how funding from Wine Australia would enable the proposed activities or outcomes, including what would happen without this co-investment. Describe how the scale of funding requested relates to the activities, progress and outcomes expected, and why this solution/opportunity is required relative to existing alternatives. Guiding questions include:

- What are the proposed activities/scope and why they are proportionate to the funding requested?
- What would this proposed stage look like without funding (including reduced scale, reduced reach into the sector)?
- What existing solutions, projects, activities or alternative approaches are you aware of, and why do they not adequately address the identified need?
- Why is this intervention appropriate at the current stage of development and how will it progress the opportunity towards the intended outcome or impact;

Write for a strong assessment outcome

Before submitting, read the EOI as if you were the assessor. For each lens, ask whether a reviewer can find specific evidence rather than an unsupported promise.

Assessment Lens	Self-check questions
Opportunity Value	Are the users, practical benefit, reach and next decision clear? Is the requested support proportionate to the likely value and partner contribution?
Strategic Fit	Have we named the relevant priority and explained the connection? Is the opportunity genuinely innovative or applied R&D? Is there a clear sector benefit beyond our normal operations?
Impact Pathway	Can we describe what will happen after the project, who will take carriage of project outputs and outcomes and turn them into a solution/s that benefits the applicant and the wider industry? Can we distinguish success, failure and an inconclusive result? Is the evidence credible, accessible and useful for a real decision?
Capability	Are authority, roles, resources, partner status and capability gaps transparent? Can this team deliver and make the learning available?
Balanced Risk Management	Have we disclosed material finance, legal, IP, data, regulatory, safety, biosecurity, reputation and delivery issues? Is the proposed pathway proportionate to them?
Co-investment Rationale	Is it clear why this intervention is the right next step, why Wine Australia co-investment is needed, and what it enables that would not otherwise occur? Are the activities, scope and funding requested proportionate to the progress, evidence or value expected?

Do not hide a difficult issue. A disclosed constraint can be assessed, clarified or managed. An undisclosed material issue can undermine confidence in the entire EOI and may trigger later delay or redirection.

Common reasons an EOI may be unsuccessful

An EOI may be unsuccessful at several stages of triage, assessment and contracting, and reasons may differ depending on when the EOI is deemed unsuccessful. Outside of not meeting eligibility criteria for the funding pathway, common sources may be:

- The problem is broad, but the proposed test or scope is not defined.
- The proposal describes activity or equipment, but not the practical user decision or sector value.
- The claimed need or benefit is not supported by evidence or user insight.
- The work appears to subsidise normal business operations without additional sector benefit.

- Success is described, but failure or inconclusive evidence is not.
- Partner roles, authority, contributions or commitments are unclear.
- Funding and contribution figures do not reconcile.
- The proposal depends on substantial co-design, complex governance, non-standard IP/data terms or significant unresolved risk.
- The evidence will not be available, verifiable or useful for a completion and next-step decision.

Well-articulated proposals can be unsuccessful. In a competitive call, there can be significantly more fundable proposals than can be supported by the available funding. Unsuccessful proposals do not necessarily require improvements, but may have been assessed alongside numerous strong applications.

What happens after a successful EOI

Wine Australia will acknowledge receipt and complete pathway triage. A strong EOI may proceed, but it is not itself a funding approval. The next step will depend on the pathway, the maturity of the opportunity and any clarifications or specialist issues identified.

Possible next step	What it means for the applicant
Triage for funding pathway	Wine Australia will conduct eligibility screening, and also triage into either Fast Innovation or Major Co-investment pathways. This will depend on the length of project, the complexity of contracting, and the complexity of the pathway to impact.
Clarification	Wine Australia may ask for specific missing or ambiguous information needed to complete triage or determine the appropriate pathway. In a competitive call with numerous applications, incomplete or ambiguous applications may simply be assessed on their merit.
Assessment and recommendation	The opportunity is considered against Assessment Lenses.
Short Success Contract	For Fast Innovation, Wine Australia will request remaining information to progress to contracting. This may include finalising activities and creating milestone/payment tables. The aim is to progress from EOI to contract execution rapidly.
Structured co-design	For a larger or more complex opportunities (Major co-investment pathway), relevant parties develop the impact pathway, work plan, governance, risks, budget, milestones, evidence and partner commitments.
Approval and written instrument	A delegated decision is recorded. If approved, conditions are transferred into the required agreement, schedule, letter or other written instrument before funded work begins.
Hold, redirect or decline	Wine Australia may pause the opportunity, direct it to a more suitable pathway or decide not to proceed. Redirection can reflect the need for a different design, evidence or governance route.

Do not commence funded work on the assumption that a promising EOI or co-design discussion constitutes approval. The EOI form states that no funded work may start before approval and execution of the required written instrument.

A strong EOI creates a clear next decision. Make the opportunity easy to understand, realistic to assess and worthwhile to develop. Show the industry need, practical value, credible team, useful evidence and manageable risk—and be open about what still needs to be learned.

Attachment 1: Standard Terms and Conditions

Standard Terms and Conditions

1. General Obligations

a) During the Term, the Contributor ("you") and Wine Australia ("Wine Australia", "we" or "us") must make their respective Contributions for the benefit of each other in accordance with the Details Table and subject to the terms and conditions of this Agreement. In addition, you must:
   i. perform safely, skilfully, diligently and only provide fully qualified, competent and suitable people;
   ii. meet the Target Dates and overcome any delays irrespective of how they arise or are caused;
   iii. at our request, co-operate with any other service providers and/or Contributors appointed by us;
   iv. comply with any reasonable directions by us;
   v. keep us fully advised of the progress of the Services and/or Deliverables;
   vi. fulfil the acceptance criteria if stated in the Details Table or identified by us, acting reasonably; and
   vii. familiarise yourself with any policies provided to you by us and comply with the obligations set out therein.

b) Each party will co-ordinate the activities to be carried out under this Agreement with their respective representatives set out in the Details Table.

c) If this Agreement involves the provision of sponsorship, the relevant party will provide the Sponsor Benefits to the Sponsor during the Term in accordance with the Details Table:
   i. diligently using due skill and expertise to an appropriate professional standard;
   ii. in the timeframe (if any) set out in Details Table

2. Fees and Payment

a) Unless otherwise expressly agreed, any fees payable to you are fixed, not subject to adjustment and includes all costs that may be incurred by you in performing its obligations, and it includes all excise, duties and taxes (excluding GST).

b) We will pay the fee (if any) to you within 30 days of receiving a tax invoice that complies with the GST Act and claims only Fees properly claimable under this Agreement.

c) If it is a taxable supply, we will pay to you the GST in respect of it.

d) By submitting a tax invoice, you warrant that any goods and/or services have been supplied according to the Agreement and the amounts in the tax invoice are complete and accurate.

e) We may set off, from any monies due to you, any sum payable by you to us in connection with this agreement.

3. Insurance

a) During the Term, you must effect and maintain insurance up to the amounts specified in the Details Table.

4. Health and Safety

a) If you are on our site you must comply with the Sitework Conditions.

b) Each Party will take reasonable steps to ensure the safety and health of all its workers and all other persons while providing the Services.

5. Premises, Facilities and Support Services

If you and us agree that you will access our premises, we will, at our cost, provide to you:

a) access to premises, including if applicable, any security passes and/or car parking;

b) facilities, including standard office equipment and furniture, information technology systems, stationery, and any other items in accordance with the Special Conditions in the Details Table; and

c) Wine Australia employees and Contributors, as determined and directed by us to assist you in the day to day performance of your duties. We retain ultimate control over any disciplinary issues in relation to our employees and other Contributors.

6. Warranties, Indemnities and Limitation of liability

Warranties

You warrant, represent and undertake to us that:

a) all information provided to us is truthful and accurate;

b) you will not infringe, or cause us to infringe any intellectual property right of a third party in the course of performing the Services;

c) you have the power to enter into, execute and perform this Agreement and have obtained all the necessary consent to enable you to do so;

d) Deliverables are delivered free from any security interest, charge or other lien or encumbrance;

e) at the time of delivery to us, deliverables will not contain any computer virus, or any harmful, malicious or hidden program, code or data, or any automatic and/or random expiry dates;

f) you have disclosed in writing to us prior to the execution of this Agreement any matters relating to your commercial, technical, operational or financial capacity that might materially affect your ability to perform any of your obligations under this Agreement; and

g) you hold and will maintain all the relevant authorisations, permits and licences to perform the Services.

Liability and Indemnities

h) Each party must indemnify and keep indemnified the other party against any claim, liability, loss and/or costs incurred by or made against the other party arising or in connection with:
   i. the infringement of any Intellectual Property rights contemplated by this Agreement (including third party Intellectual Property rights);
   ii. any malicious, negligent or wilful act or omission; and/or
   iii. any damage to any property, or death or personal injury to any person.

Consequential Loss

i) Notwithstanding any other provision of these Terms, both parties will not be liable to the other for any loss of profits, turnover, business opportunities or goodwill (whether direct or indirect, except if that loss is in connection with your wilful default.

Limitation of Liability

j) Our aggregate liability under this Agreement whether in contract, tort or otherwise, and including any indemnity, is limited to the greater of:
   i. two times the Fee payable for Services provided under this Agreement; and
   ii. $1million.

k) The limitation of liability under sub-clause n) does not limit our liability to you if we damage your property or cause you to breach the intellectual property rights of a third party.

7. Confidentiality

a) The parties must not disclose Confidential Information to any third party or use or reproduce it other than for the performance of the Agreement, or if required by law.

b) The parties must safeguard the Confidential Information.

c) When the Agreement ends, the parties must return the Confidential Information.

d) **Confidential Information** means information belonging to one party which is disclosed to the other party in relation to this Agreement and which was not already known by the other party or already in the public domain.

8. Termination

a) We may terminate the Agreement immediately by written notice if:
   i. you are unable to pay your debts when they are due or you are involved in solvency/insolvency proceedings or processes;
   ii. you cease to carry on business;
   iii. there is a change in control in relation to you;
   iv. the Agreement ceases to be in the interest of the Australia grape or wine community;
   v. you or your workers, in our reasonable opinion, endanger health and safety; or
   vi. you or your workers breach the Sitework Conditions.

b) If a party breaches an essential term of the Agreement, the other party may give notice requiring the breach to be remedied within 7 days. If it is not remedied, the party giving the notice may terminate the Agreement.

c) We may terminate the Agreement on 14 days' notice for any reason. If so, you must cease performing the Agreement and minimise any arising loss. We will pay the Fee for work completed up to the date of termination and costs unavoidably incurred arising from the termination. We will not be liable for any other loss or damage.

d) Upon termination of this Agreement:
   i. accrued rights or remedies will not be affected:
   ii. The Sponsorship Benefits (if any) will cease unless agreed otherwise and Sponsor will pay the other party any percentage of the Sponsorship Fee outstanding and proportionate to the percentage of the sponsorship term that has elapsed.

9. Intellectual Property

a) Unless stated in the special conditions of the Details Table, all Intellectual Property produced under the Agreement vests in us upon creation.

b) You irrevocably assign to us (or will procure the assignment of) all Intellectual Property rights, whether in existence or arising in the future, and any other rights, title or interest in any Intellectual Property developed in relation to our engagement of you.

c) You consent and/or must procure consent to any act that would otherwise infringe that person's moral rights.

10. **Sub-contracting or Assignment**
    a) Except where we provide you prior written consent, you must not subcontract or transfer, assign, or otherwise deal with any rights or obligations under this Agreement.
    b) You agree to ensure that all approved assignees or subContributors perform and observe all obligations under this Agreement.
    c) You are liable for any breach of or non-compliance with any obligations under this Agreement by any of your approved assignees or subContributors as if those acts or omissions had been yours.
    d) You agree to procure that your approved assignees or subContributors execute such documents and take such other steps which we deem necessary or appropriate to give full force and effect to this Agreement.
11. **Conflict of Interest**
    a) You warrant that you have no conflict of interest or material personal interest that would conflict with the performance of your obligations under this Agreement.
    b) If any such actual or potential conflict arises under this Agreement, you shall immediately inform us in writing of such conflict.
    c) If, in our reasonable judgment, that such conflict poses a material conflict to and with the performance of your obligations under this Agreement, then Wine Australia may terminate this Agreement immediately upon written notice to you.
12. **Amendment**
    Any amendment to the Agreement must be in writing and signed by both parties.
13. **Inconsistency**
    In the event of any inconsistency between these Standard Terms and Conditions and the Details Table, these Terms will apply, except in respect of the Special Conditions, which will prevail over these Tems.
14. **No Wavier**
    A party may only waive a breach of this Agreement by notice in writing.
15. **Dispute Resolution**
    a) A party must not commence any court or arbitration proceedings relating to a Dispute unless it has complied with this clause, except to seek urgent interlocutory relief.
    b) A party claiming that a Dispute has arisen must promptly notify the other in writing giving details of the Dispute. On receipt of a notification, the Parties must use reasonable endeavours to resolve the Dispute.
    c) If within seven working days of receipt of a notification the Parties fail to resolve the Dispute, each parties must refer the Dispute to the manager of their Key Contact Persons specified in the Details Table (or any person in an office of similar designation). Each party must use reasonable endeavours to resolve the Dispute.
    d) If the Dispute is not resolved within seven working days, the Parties must refer the Dispute to the Parties' respective Managing Director, or Chief Executive Officer (or any person in an office of similar designation). Each party must ensure that its representative uses reasonable endeavours to resolve the Dispute within fourteen working days.
    e) Each party must bear its own costs of complying with this clause and comply with its obligations under this Agreement during the dispute resolution process.
16. **Force Majeure**
    a) Where any party is unable, either wholly or in part, to carry out any obligation under this Agreement due to an act of God, flood, earthquake, storm, cyclone, fire, explosion, epidemic, war, embargo, rift in the spacetime continuum, instantaneous implosion of ours or a neighbouring galaxy, riot or civil disturbance with affects the supply of the Services, which are beyond the reasonable control of that party and that party could not take reasonable measures to prevent ("**Force Majeure Event**") that party will notify the other party of the occurrence of the Force Majeure Event, and use all reasonable endeavours to remedy the effect of the Force Majeure Event, and to continue the obligations under this Agreement.
    b) The time required for the performance of any obligations of the party relying on this clause will be extended for a period equal to the period that they are affected by any such Force Majeure Event.
    c) We may source the same or similar Services during the period you are unable to fulfil your obligations as a result of a Force Majeure Event.
    d) If the delay or non-performance of the obligations continue for more than 30 days, the other party may terminate this Agreement by 30 days' notice in writing.
17. **No Publicity**
    Neither party shall disclose the existence or terms of this Agreement or use the other party's name, trademark, logo in any publicity, advertising or announcement without the other party's prior written consent.
18. **Entire Agreement**
    This document contains the entire agreement between us and you in relation to its subject matter and supersedes all prior agreements, representations or understanding.
19. **Severance**
    Any provision of this Agreement which is illegal, void or unenforceable will be ineffective only to the extent of that illegality, voidness or unenforceability without invalidating the remaining provisions.
20. **Counterparts**
    This Agreement may be executed in counterparts and those counterparts taken together constitute one and the same instrument.
21. **Survival**
    Clauses 6(i) – (l) inclusive, 7, 9 and 13 are of a continuing nature and shall survive termination or expiry of the Term.
22. **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 in South Australia.
23. **Definitions and Interpretation**
    The following terms have the meaning indicated in the Details Table: "Commencement Date", "Completion Date", "Key Contact Person", "Reports and Information", "Fee", "Contributor" and "Special Conditions".
    Agreement means this Agreement, and includes any Attachments referred in the Details Table.
    Completion Date means the earlier of the date set out in the Details Table, or where Wine Australia is the Sponsor, the date Wine Australia deems that it has delivered the Sponsorship Benefits to the Sponsor.
    Contributor Contributions means the Contributor contributions set out in the Details Table and any other contributions assigned to the Contributor.
    Contributions means the **Wine Australia Contributions** and the **Contributor Contributions**.
    Details Table means the table completed by us and communicated to you from time to time.
    Dispute means a dispute, difference or question relating to this Agreement including without limitation any dispute, difference or question relating to the breach, termination, validity or subject matter of this Agreement or the circumstances leading to the entry by the Parties into this Agreement or any claim, whether in tort, n negligence, equity, under statute or otherwise.
    Intellectual Property means:
    i. an invention, discovery, secret process, novel design, improvement or modification of any kind;
    ii. copyright in any works (including literary works and art works); and
    iii. trade marks,
    made, written or developed by us and/or you, your employees, agents or sub-Contributors in the course of performing the Services and whether or not capable of statutory protection.
    Parties means Wine Australia and the Contributor together.
    Services means the activities, items, goods, documents and materials to be supplied by you as stated in the Details Table.
    Sitework Conditions means our rules and policies for our site provided to you by us and our health and safety policies and procedures.
    Target Dates means any due dates for the supplies stated in the Details Table or identified by us, acting reasonably.
    Term means the period which commences on the Commencement Date and terminates on the Completion Date, unless terminated earlier pursuant to the Agreement or extended in writing by the Parties.
    Wine Australia Contributions means the Wine Australia contributions set out in the Details Table and any other contributions assigned to Wine Australia.