

INVESTOR EDUCATION SERVICES AGREEMENT – LAUNCHVIC LTD

PARTIES

LaunchVic Limited ACN 611 281 737 of Level 35, 121 Exhibition Street, Melbourne VIC 3000 (**LaunchVic**)

and

[insert name] ABN XX XXX XXX XXX of [insert registered business address]
(**Contractor**)

BACKGROUND

- A** LaunchVic is an independent company established by the State Government to support and strengthen Victoria's entrepreneurial and startup ecosystem.
- B** The Contractor applied through LaunchVic's *Round 8 Funding Program*.
- C** LaunchVic has agreed to engage the Contractor to provide the Services on the terms and conditions set out in this Agreement.
- D** This Agreement is legally binding upon the Contractor and LaunchVic.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply to this Agreement:

Agreement means this agreement;

Background Material means any Intellectual Property Rights owned by a party before the Commencement Date or independently of this Agreement, and in the case of the Contractor, only includes Intellectual Property Rights expressly and correctly identified by the Contractor as its Background Material at the time that such material is provided or disclosed to LaunchVic;

Best Industry Practice means exercising the degree of skill, care, diligence, efficiency, prudence and foresight which would be expected from a skilled and competent organisation experienced in managing projects commensurate to the type, size, value and complexity of the Project;

Bullying or Harassment Complaint has the meaning of these terms set out in LaunchVic's Harassment, Discrimination & Bullying Policy, as made available to the Contractor;

Business Day means a day that is not a Saturday, Sunday or gazetted public holiday in the place to which the notice, consent or other communication is sent;

Claim means any claim, action, demand, suit or proceeding of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law or in connection with this Agreement;

Commencement Date means the date set out in Item 7 of Schedule 1;

Completion Date means the date specified in Item 8 of Schedule 1;

Confidential Information means this Agreement and all information, material and technology disclosed or provided in any form by any party to any other party in connection with this Agreement, save for information that is in or enters the public domain for reasons other than a breach of this Agreement;

Deliverables means means any document, all material or anything required to be created, developed, produced or provided by the Contractor in connection with this Agreement in the performance of the Services and delivery of the Payment Deliverables, including where applicable all notes, drafts, versions, revisions, associated research material and other associated material;

Dispute has the meaning given to that term in clause 17;

Due Date means the date specified in Schedule 3. If a due date falls on a Saturday, Sunday or gazetted public holiday in the state of Victoria, the Payment Deliverable will be the next Business Day;

Fee means the fees set out in Item 2 of Schedule 1;

GST has the meaning given in the GST Law;

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Indemnified Parties means LaunchVic, any Related Body Corporate of LaunchVic and their respective Personnel and an **Indemnified Party** means any of the Indemnified Parties;

Insolvency Event means any of the following:

- (a) there is a significant risk that the Contractor is or will be unable to pay its debts when they fall due;
- (b) a significant deterioration in the financial circumstances of the Contractor;
- (c) an order is made by a court of competent jurisdiction for the winding up or dissolution of the Contractor pursuant to the *Corporations Act 2001* (Cth) other than by reason of a bona fide restructure;
- (d) a receiver, receiver and manager, trustee or similar officer is appointed over all or any of the assets or undertakings of the Contractor;
- (e) a mortgagee takes possession either directly or by an agent over all or any of the assets or undertakings of the Contractor; or
- (f) an administrator is appointed, a deed of company arrangement is entered into or the Contractor enters into any other composition or other arrangement with its creditors;

Instalment means the relevant instalment amount corresponding to the payment milestones in Schedule 3 or part thereof;

Intellectual Property Rights means any and all intellectual property rights conferred under statute, common law and/or equity worldwide including in relation to copyright, patents, patent applications, inventions, trade secrets, moral rights, trademarks and service marks including names and logos, trade, business or company names, designs, operational systems and methods, and other similar rights, whether subsisting now or in the future, and whether registered or unregistered and any rights to registration of such rights;

Key Personnel means the persons listed in Item 6 of Schedule 1;

Key Performance Indicators (KPIs) means the Project success metrics set out in Item 4 of Schedule 1;

Law means any law operating in Victoria under common law, equity or statute and including any applicable exchange listing rules, all regulations, by-laws, approvals and relevant requirements of any Commonwealth, State or local authority;

Liability means any debt, obligation, Claim, action, cost (including legal costs on an indemnity basis, deductibles or increased premiums), expense, loss (whether direct or indirect), damage, loss, compensation, charge or liability of any kind (including fines or penalties), whether it is:

(a) actual, prospective or contingent; or

(b) currently ascertainable or not,

whether incurred or payable under this Agreement or otherwise at law;

Payment Deliverables means the deliverables required to be delivered by the Contractor to LaunchVic, in accordance with Schedule 3 prior to the release of the corresponding Instalment;

Participants means Angel Investors located in the State of Victoria that have registered to attend a program undertaken by the Contractor under this Agreement;

Personal Information has the meaning given to it under Privacy Laws;

Personnel means past or present officers, employees, agents or representatives of the relevant party;

Privacy Laws means the laws of the *Privacy Act 1988* (Cth) as amended or replaced from time to time and any relevant industry codes or regulations or guidance provided by the administrator of that Act;

Progress Report means a report provided by the Contractor to LaunchVic outlining details of the progress made on the Project in accordance with Schedule 2 to be provided by the due date set out in Schedule 3;

Project/Program means the project generally described in Item 1 of Schedule 1 and incorporates the other commitments and obligations of the Contractor under this Agreement;

Project Manager means the person engaged or employed by the Contractor who is responsible for managing the running of the Project as specified in Item 5 of Schedule 1 or a replacement approved by LaunchVic;

Related Body Corporate has the meaning given to the term 'related body corporate' in the Corporations Act 2001 (Cth);

Reports means the reports set out in Schedule 2;

Services means the services specified in Item 3 of Schedule 1 that are designed to meet the Project's Key Performance Indicators (KPIs);

Startup means a business with high impact potential, that uses innovation and/or addresses scalable markets;

Third Party Material means material owned by a third party that is used to develop the Deliverables or incorporated into the Deliverables or used as part of the Services; and

Tax Invoice has the same meaning as specified in the GST Law.

2. Term

- a) This Agreement will commence on the date of this Agreement and continue until the Contractor has completed all its obligations under this Agreement as outlined in Schedule 3 to the satisfaction of LaunchVic, unless terminated earlier under clause 16.
- b) The Contractor must commence the Project on the Commencement Date and complete the Project by the Completion Date.

3. Nature of relationship

- a) The Contractor is engaged by LaunchVic as an independent contractor to provide the Services under the Project. The Contractor warrants that its relationship with LaunchVic is that of an independent contractor and principal.
- b) The Contractor acknowledges and agrees that nothing in this Agreement constitutes the Contractor or any other person engaged by the Contractor in any capacity, to be an employee or agent or partner of LaunchVic.
- c) The Contractor must pay all wages, annual leave and other leave payments, other employee entitlements, superannuation, workers compensation premiums and payments and other contributions or payments required by law or any industrial instrument to be paid to or in respect of other employees or contractors of the Contractor (if any).
- d) The Contractor does not have authority to act on behalf of or bind LaunchVic to any third party agreements.

4. Services

- a) The Contractor agrees to provide the Services to LaunchVic during the Project and in accordance with this Agreement.
- b) The Contractor is solely responsible for providing the Services and controlling the manner in which the Contractor performs the Services.
- c) The Contractor agrees not to charge Participants registration costs, unless otherwise agreed in writing with LaunchVic.
- d) The Contractor will provide the Services and deliver the Deliverables:
 - (i) with due care and skill and to the best of the Contractor's knowledge and expertise;
 - (ii) using the Key Personnel (if any);
 - (iii) in a proper and efficient manner in the best interests of LaunchVic;
 - (iv) in accordance with any milestones set out in the Payment Deliverables;
 - (v) in accordance with all lawful and reasonable directions given by LaunchVic; and
 - (vi) in accordance with all applicable Laws and any policies, practices and procedures of LaunchVic.
- e) The Contractor must ensure that the publication or distribution of the Deliverables by LaunchVic will:
 - (i) not cause LaunchVic to be in breach of any Law;
 - (ii) is accurate and not otherwise misleading,and that LaunchVic will not be required to obtain any further third party permissions in order for LaunchVic to publish and distribute the Deliverables.
- f) The Contractor must promptly undertake, at no additional cost to LaunchVic:
 - (i) corrective action to rectify any error, non-compliance or inaccuracy identified in the Deliverables or the Services; and
 - (ii) take steps to ensure the Deliverables or Services meet the standards set out in this clause 4, where LaunchVic reasonably determines the Deliverables or Services fail to meet such standards.

4.2 Exclusivity

The Contractor may provide services similar to the Services to other persons or entities during the Term, provided the provision of such services do not give rise to a conflict of interest with the interests of LaunchVic, incorporate any Intellectual Property Rights or Confidential Information of LaunchVic or imply an endorsement or affiliation by LaunchVic.

5. Payment of Fee

- a) LaunchVic will pay the Fee in accordance with this Agreement and subject to receipt of each of the Payment Deliverables and the Contractor otherwise complying with this Agreement.
- b) Each Instalment will be made to the Contractor within 30 days of LaunchVic approving the documentation received for each Payment Deliverable, such approval not to be unreasonably withheld or delayed.
- c) Each Instalment will be made to the bank account specified by the Contractor in Item 9 of Schedule 1 (**Bank Account**). Any request by the Contractor to change the Bank Account must be in provided to LaunchVic in writing by the Contractor's authorised representative/s.

6. Project

- a) The Contractor must deliver the Payment Deliverables to the reasonable satisfaction of LaunchVic.
- b) The Contractor is responsible for the running of the Project including all management, decision making and contracting with third parties as required.
- c) The Contractor is responsible for all matters in regards to its employees and other third parties associated with its operations and activities on this Project.
- d) The Contractor must advise LaunchVic of any changes to any arrangements to the Project or any changes to any of the items outlined in Schedule 1. Any changes are subject to the approval of LaunchVic and may require a variation to this Agreement under clause 21(c) as determined by LaunchVic.
- e) The Contractor will carry out its obligations under this Agreement, undertake the Project, carry out all publicity with respect to the Project (including the arrangement of any events or functions) and ensure that its Personnel act at all times:
 - (i) with due care and skill as is consistent with any reasonable LaunchVic policies notified to the Contractor; and
 - (ii) in accordance with:
 - (A) the items outlined in Schedule 1;
 - (B) all relevant Laws, regulations and policies;
 - (C) Best Industry Practice; and
 - (D) any reasonable direction given by LaunchVic.

7. Key Personnel

- a) The Contractor will ensure that the Key Personnel and the Project Manager are retained to deliver the Project. The Contractor must:
 - (i) ensure that each of the Key Personnel working on the Project occupy the positions and provide the relevant services as advised to LaunchVic;

- (ii) notify LaunchVic as soon as reasonably practicable of any proposed change to the Project Manager and any Key Personnel on the Project; and
 - (iii) obtain LaunchVic's approval to any replacement of the Project Manager and Key Personnel.
- b) In the event that LaunchVic does not agree to the appointment or replacement of any Project Manager or other Key Personnel, LaunchVic may terminate this Agreement upon providing 14 days written notice to the Contractor.

8. Reporting

- a) The Contractor must provide the Reports and such other information in relation to the Project as LaunchVic requests, acting reasonably. The Contractor's obligations relating to the Reports will cease at the conclusion of Project on the Completion Date, or at such other time agreed with LaunchVic, subject to the final Payment Deliverable being approved by LaunchVic.
- b) The Contractor hereby grants to LaunchVic a non-exclusive, paid up licence to reproduce, publish or otherwise use for non-commercial purposes, the Reports and any Deliverables provided by the Contractor to LaunchVic under this Agreement.

9. Accounts and Audit

- a) The Contractor must keep full and proper records to demonstrate compliance with all aspects of this Agreement. The Contractor must keep LaunchVic fully informed of all aspects of the progress of the Project on request, and will co-operate with LaunchVic and provide LaunchVic with all information reasonably requested by LaunchVic or any third party engaged by LaunchVic to conduct any audit or inspection.
- (i) The Contractor must account for all Project expenditure separately from other funds and in accordance with generally accepted accounting principles. The Contractor must retain a valid Tax Invoice for all payments made in connection with this Agreement.
 - (ii) Upon request, the Contractor must permit LaunchVic or an auditor appointed by LaunchVic access to accounting records relating to the Project and where relevant to inspect any Project works, the Project site or any equipment relating to the Project.
- b) At any time before the Completion Date, LaunchVic may inspect or audit all or any of the Contractor's processes for the purposes of monitoring the standard and quality of, and progress in relation to, the Project. If any Payment Deliverable is unsatisfactory to LaunchVic, acting reasonably, LaunchVic has the discretion to ask the Contractor to rectify any such Payment Deliverable to LaunchVic's satisfaction.
- c) The Contractor must be provided with at least 1 weeks' notice in writing of any audit or inspection requested by LaunchVic under this clause 9.

10. GST

- a) Each payment under this Agreement will be increased by an amount equal to any GST payable with respect to the Taxable Supply for which the payment is made provided that with each relevant claim for payment, the Contractor submits a valid Tax Invoice. The total amount of monies paid under this Agreement will be increased to include the total amount of GST payable.
- b) If required by GST Law, the Contractor must register for GST.
- c) For the purposes of this Agreement, "Taxable Supply" means the obligations of the Contractor under the terms of this Agreement.

11. Warranties

The Contractor warrants that:

- a) it will not, and will ensure that its Personnel will not, do anything or engage in any conduct which affects the goodwill or reputation of the Project, the Contractor, LaunchVic or other stakeholders in the Project;
- b) other than any matters previously notified to LaunchVic, it has not received any Bullying or Harrassment Complaints in the previous 12 month period; and
- c) during the term of this Agreement, the Contractor will ensure that:
 - (i) if any Bullying or Harrassment Complaints are received by the Contractor during the term of this Agreement, it will immediately notify LaunchVic in which case LaunchVic may elect to enact its rights under clause 16 of this Agreement;
 - (ii) its operations are carried out in accordance with the purpose of the Project and no changes are made to any arrangements to the Project, or to the description or purpose of the Project without the prior written approval of LaunchVic; and
 - (iii) no amendments are made to the Contractor's constitution which conflicts with or diminishes the Contractor's capacity to comply with the purpose of the Project and its obligations under this Agreement.

12. Publicity

- a) The Contractor must not publicise any material relating to the Project, or use LaunchVic's logo, without consultation with, and prior approval of, LaunchVic.
- b) LaunchVic reserves the right to publicise the benefits accruing as a result of the provision of this Project including by issuing a media release regarding the Project, subject to LaunchVic receiving the Contractor's prior written approval of such media release.
- c) LaunchVic may include the name of the Contractor and the amount of the Project in any materials it publishes under this clause.
- d) The Contractor must ensure that LaunchVic is acknowledged in the publication of benefits accruing as a result of the provision of the Project, including attending,

participating in or speaking at any engagements and talking about the Project, as reasonably requested by LaunchVic.

- e) The Contractor must give credit and acknowledgment in relation to the Project and the Project as specified by LaunchVic.

13. Intellectual Property

13.1 Background Intellectual Property

This clause 13 does not affect the ownership of the Intellectual Property Rights in any Background Material and the Contractor's ownership of the Intellectual Property Rights in the Deliverables, which will remain with the Contractor.

13.2 Third Party Material

The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before including any Third Party Material in a Deliverable or using Third Party Material as part of the Services.

13.3 Licence of Intellectual Property Rights

To the extent that LaunchVic needs to use any of the Deliverables to receive the full benefit of the Services (for example, any reports produced by the Contractor), the Contractor must grant or obtain for LaunchVic an irrevocable, perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, publish and communicate the Contractor's Background Material and Third Party Material (but only as part of the relevant Services or Deliverables and not to be provided to any third party for the purpose of delivering services similar to the Services provided by the Contractor).

13.4 Ownership of Intellectual Property Rights

- a) The Contractor warrants that the Deliverables, and the performance of the Services by the Contractor, will not infringe the Intellectual Property Rights of any third party.
- b) The Contractor will at any time during its engagement with LaunchVic or thereafter, execute all documents and do all acts and things as LaunchVic may reasonably request to give full effect to LaunchVic's rights under this clause 13.
- c) The Contractor will not personally or through the assistance of another person directly or indirectly do any act or thing which may invalidate, jeopardise or put in dispute LaunchVic's title to the Intellectual Property Rights in the Deliverables provided for in this clause 13.5.

13.5 Moral Rights

- a) The Contractor unconditionally and irrevocably waives and/or consents to any acts or omissions which would otherwise infringe any moral or other similar rights in respect of the Deliverables.

14. Liability & Indemnity

The Contractor indemnifies and holds harmless the Indemnified Parties against all Liability arising from or incidental to:

- a) any advertisements, promotional material or signage produced or supplied by or on behalf of the Contractor;
- b) any negligent or wilful act or omission by the Contractor or any of its Personnel,;
- c) any breach by the Contractor or its Personnel of the provisions of this Agreement (including any of the warranties) or any law or other regulatory requirement; and
- d) any injury to, or death of, a natural person and any loss of or damage to, the real or personal property of an Indemnified Party or a third party caused or contributed to by the Contractor, or its Personnel,

except to the extent that any Liability is caused or contributed to by the act or omission of an Indemnified Party.

15. Insurance

- a) The Contractor must maintain at all times during the Project (and in the case of professional indemnity insurance, for at least seven years after the expiry or termination of the Agreement):
 - (i) public liability insurance for an insured amount of not less than \$20 million per event;
 - (ii) professional indemnity insurance for an insured amount of not less than \$5 million per event; and
 - (iii) workers compensation as required by Law.
- b) The Contractor must, on request by LaunchVic, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this clause 15.

16. Termination or withholding of payment

If:

- a) the Contractor breaches this Agreement;
- b) the Contractor suffers an Insolvency Event;
- c) LaunchVic is of the reasonable opinion that the Project is not proceeding in accordance with this Agreement or a Payment Deliverable set out in Schedule 3 is not satisfactory; or
- d) the Contractor has engaged in any conduct that affects the goodwill or reputation of the Contractor, the Project or LaunchVic;

then LaunchVic may in its absolute discretion:

- e) withhold, suspend or terminate any payment due to be made under this Agreement or advance part payment as it deems appropriate by written notice to the Contractor;
- f) require the immediate repayment of the whole or part of any payment made to the Contractor under this Agreement; and/or
- g) terminate this Agreement immediately by written notice.

17. Dispute Resolution

17.1 No court proceeding unless procedure followed

A party must not start court proceedings (except proceedings seeking interlocutory relief) unless it has complied with this clause 17. For the avoidance of doubt, LaunchVic may exercise its rights under clause 16 without first undertaking any dispute resolution process.

17.2 Notice of Dispute

A party claiming that a dispute, difference or question arising out of this Agreement has arisen (**Dispute**) must give the other party notice of the details of the Dispute (**Dispute Notice**).

17.3 Negotiation

The parties must attempt to resolve any Dispute by negotiations between a senior executive of each party, who must meet within 15 days of the Dispute Notice.

17.4 Failure to negotiate settlement

If the parties cannot resolve the Dispute within 20 Business Days after the Dispute Notice is given, the parties must try to resolve the Dispute by other means such as expert determination, mediation or arbitration. If the parties cannot agree on a method of alternative resolution, or the appointment of an expert, the Dispute will be referred to the Resolution Institute for mediation in accordance with the Resolutions Institute Rules.

17.5 Release of other party breaches

If a party breaches the procedure in this clause 17 in relation to a Dispute, the other party need not comply with this clause 17 in relation to that Dispute.

17.6 Obligations continue

The Contractor must continue to perform its obligations in this Agreement pending the resolution of a Dispute.

17.7 Cost

Each party must bear its own costs of complying with this clause 17.

18. Confidentiality

A party must not disclose or permit the disclosure of any of the other party's Confidential Information without written permission from that other party, except:

- a) where required under this Agreement including to a party's legal and financial advisers on a confidential basis;
- b) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
- c) where the disclosure is required by Law.

19. Privacy

The Contractor will:

- a) comply with all Privacy Laws, the Australian Privacy Principles and any reasonable and applicable LaunchVic policies as notified to the Contractor from time to time, even if it is not otherwise bound by them, including taking all necessary steps to protect personal information as defined under the *Privacy Act 1988* (Cth) in its possession against misuse or loss; and
- b) not collect, use or disclose any Personal Information for any purpose other than to discharge its obligations under this Agreement.

20. General

(Entire agreement) This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

(Waiver) A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

(Variation) This Agreement can only be varied by mutual agreement of the parties, any variations to this Agreement must be in writing and signed by both parties.

(Assignment) The Contractor must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of LaunchVic, such consent not to be unreasonably withheld or delayed.

(Counterparts) This Agreement including any variations may be executed in counterparts. All counterparts together will constitute one instrument.

(Negation of employment, partnership & agency) The Contractor must not represent itself, and must ensure that its employees, partners, agents or sub-contractors do not represent themselves, as being LaunchVic's employees, partners or agents.

(No further funding) Nothing contained in this Agreement is to be construed as creating any obligation, commitment or undertaking by LaunchVic to provide additional or further funding or assistance to the Contractor in relation to the Project, beyond that provided in this Agreement.

(Survival) Each of clauses 9, 12, 14, 17 and 18 will survive the expiration or earlier termination of this Agreement.

(Governing Law) The laws of the State of Victoria will govern this Agreement and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.

(Good Faith) The Contractor must act in good faith and use its best endeavours to comply with the spirit and intention of this Agreement.

SAMPLE

The parties agree to be bound by the above terms and conditions.

**Executed by LAUNCHVIC LIMITED
(ACN 611 281 737) by its
authorised representative:**

.....
Signature of Witness

.....
Signature of Authorised Representative

.....
Name of Witness

.....
Name of Authorised Representative

**Executed by INSERT CONTRACTOR
NAME (ABN XX XXX XXX XXX) by
its authorised representative:**

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Please provide a signed scanned copy to grants@launchvic.org

A scanned executed contract will be provided by LaunchVic for your records.

Schedule 1– Project Details

Item 1	Project	Insert Project Name Insert project overview (Program) The Program includes: <ul style="list-style-type: none"> - insert - insert - insert The same program will be run X times for XX Participants, it will be free for participants and delivered in Victoria.
Item 2	Fee	Fees are AUD \$XXX,000 (excluding GST) to be paid as instalments in accordance with Schedule 3.
Item 3	Services	Services means the performance by the Contractor of the following services for LaunchVic during the Term: <ul style="list-style-type: none"> • Program management • Marketing and recruitment of participants • Registration of participants and communications • Program delivery
Item 4	Key Performance Indicators (KPIs)	<ol style="list-style-type: none"> 1. Deliver the Program X times 2. Deliver: <ol style="list-style-type: none"> a) insert b) insert c) insert 3. At least XX Participants <p><i>Note: Participants means Angel Investors located in the State of Victoria that have registered to attend a program undertaken by the Contractor under this Agreement.</i></p>
Item 5	Project Manager	Insert name, position and email

Item 6	Key Personnel	Insert name Insert position Insert name Insert position Insert name Insert position
Item 7	Commencement Date	XX Month 2018
Item 8	Completion Date	XX Month 2019
Item 9	Bank Account	Name of Account holder: [insert] Bank Name: [insert] Bank Address: [insert] BSB number: [insert] Account Number: [insert]

SAMPLE

Schedule 2 - Reports

The Contractor must provide the following Reports to LaunchVic, in a form and substance satisfactory to LaunchVic, as follows:

1. PROJECT PROGRESS REPORT

The Project Progress Report that provides details on:

- (a) **Programs:** Number of completed programs
- (b) **Participants:** A list of all participants who attended each Program (Name, Position, Email Address, Company Name)
- (c) **Surveys:** Survey results from at least 50% of participants including a satisfaction rating of Good or higher (Scale: Excellent, Very Good, Good, Fair, Poor, Very Poor).
- (d) **Resources:** Number of hours/days of human resources (staff and/or contractors), existing and new, contributed to the project

2. FINAL REPORT

A Final Report that encompasses all Services since the commencement date must provide details on (but not limited to):

- (a) **Impact:** an evaluation of the impact of the Project
- (b) **Achievements:** an evaluation of the achievement of the KPIs
- (c) **Analysis:** briefly outline the case for continuing the program beyond the completion date and any areas for improvement, including if further funding is required, to help inform future LaunchVic activities.

Schedule 3– Payment Deliverables

Payment Instalments	Amount	Due Date
Milestone 1 1.1 Updated Delivery Schedule of Program with Program dates 1.2 A valid Tax Invoice	\$XX,XXX (exclusive of GST)	XX Month 2018
Milestone 2 2.1 Project Progress Report in accordance with Schedule 2 that includes evidence of: a) X Programs Completed b) XX Participants 2.2 A valid Tax Invoice	\$ XX,XXX (exclusive of GST)	XX Month 2018
Milestone 3 3.1 Project Progress Report in accordance with Schedule 2 that includes evidence of: a) X Programs Completed (cumulative) b) XX Participants 3.2 A valid Tax Invoice	\$ XX,XXX (exclusive of GST)	XX Month 2018
Milestone 4 4.1 Project Progress Report in accordance with Schedule 2 that includes evidence of: a) X Programs Completed (cumulative) b) XX Participants 4.2 A valid Tax Invoice	\$ XX,XXX (exclusive of GST)	XX Month 2018
Milestone 5 5.1 Final Report in accordance with Schedule 2 5.2 A valid Tax Invoice	\$ X,XXX (exclusive of GST)	XX Month 2018
Total	\$ XXX,XXX (exclusive of GST)	

Note: all previous Payment Deliverables (or Milestones) must be approved before any Instalment is payable.