



Contract for Services
INNOVATOR PROGRAMME
PROGRAM MANAGEMENT SERVICES

KEY TERMS

Company	Rio Tinto Aluminium Limited, for and on behalf of the Rio Tinto Here for Gladstone Community Fund ABN: 51 009 679 127 Address: 123 Albert Street, Brisbane QLD 4000 Phone: (07) 3625 4901 Fax: (07) 3625 3001
Service Provider ABN: Address:
Company Representative	Name: Kylie Devine-Hewitt Position: Communications & Communities Manager, Gladstone Address: Level 3, 100 Goonoon St, Gladstone QLD 4680 Phone: 07 49717049 / 0477363890 E-mail: Kylie.devine@riotinto.com
Service Provider Representative	Name: Position: Address: Phone: E-mail:
Services	As set out in Schedule A.
Associated Goods (if applicable and including specifications)	Not applicable.
Prices	As set out in Schedule C.
Accumulation Period	Not applicable.
Payment Date	Not applicable.
Commencement Date	1 July 2020, Notwithstanding the date of execution of this Contract
Term	Commencing on the Commencement Date and continuing for 12 months

	with an option to extend by 1 + 1 years by mutual agreement.
Defects Liability Period	Not Applicable
Site	Not Applicable
Delivery Point	Not Applicable.
General Conditions	As set out in Schedule F
Special Conditions	As set out in Schedule D.
Date of the Contract <i>(ie. the date the last Party signed the Contract)</i>/...../.....

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SCHEDULE A

SERVICES

1. INTRODUCTION

1.1 Background

- (a) The Rio Tinto Gladstone Community Fund was established in 2002. The Rio Tinto Gladstone Community Fund (herein known as Here for Gladstone) promotes active partnerships within the Gladstone community and seeks to support community-based projects.
- (b) The Company will undertake the *Innovator* programme (**Programme**) as part of the activities of Here for Gladstone. The Programme will be available to selected applicants with an identifiable innovative commercial concept and/or product. Participants will complete a mentor led programme that aims to assist them in further developing their innovative idea through the design, product development and scale-up stage in order to successfully launch their commercialized product and/or concept.
- (c) The Programme will involve the following stages:
 - (i) Promotion – Activities associated with the promotion and recruitment of candidates into the programme.
 - (ii) Assessment – Assessment of applications, and initial assessment of individual development plan requirements for successful applicants;
 - (iii) Module Delivery – Assistance provided to successful applicants through mentor led modules aimed at meeting individual development plan requirements
 - (iv) Product Development Plan – Assistance provided to successful applicants to assist them to develop and complete their Product Development Plan and Prospectus
 - (v) Gate Review – Detailed review and feedback of Product Development Plan by Here for Gladstone Gate Review Panel; and
 - (vi) Approval – Successful applicants may receive further financial and other assistance from the Company to support them to commercialise and/or launch their product.

2. GENERAL REQUIREMENTS

2.1 General

- (a) The Company has engaged the Service Provider to execute, and project manage, the Programme. The detailed assistance to be provided by the Service Provider is discussed further in this Section 2.
- (b) The Service Provider must provide suitably qualified and experienced Personnel to perform the Services.
- (c) In performing the Services under the Contract, the Service Provider must, and must ensure that its Personnel will:
 - (i) comply with all statutory, professional and ethical standards and obligations imposed on the Service Provider in its capacity as a program manager, including in relation to the management and handling of funds on behalf of the Company;
 - (ii) ensure that the Services meet any applicable legislation, laws or Government Agency requirements (both State and Federal); and

- (iii) comply with Rio Tinto's Business Integrity Standard, a copy of which is attached to this Schedule A;
- (iv) comply with the Key Performance Indicators.
- (d) The Service Provider acknowledges and agrees that it, and any relevant Service Provider Personnel, have read and understood Rio Tinto's Business Integrity Standard.
- (e) Except where otherwise noted, the Service Provider will provide all personnel, stationery, IT and communications, and any other material or equipment, required to undertake the activities set out in this Schedule A.

2.2 Promotion Stage

- (a) The Service Provider will:
 - (i) Attend meetings, networking events and workshops regarding the Programme with representatives from the Company and external entities;
 - (ii) Participate in other activities associated with the promotion of the Programme as required from time to time

2.3 Assessment Stage

- (a) The Service Provider will:
 - (i) Identify and pre-screen potential applicants, including by :
 - (A) Networking and marketing activities to present the Programme to various community networks;
 - (B) Identify known possible candidates; ; and
 - (C) Continue to proactively identify other opportunities and potential applicants via existing networks, contacts, clients and alliances
 - (ii) Conduct an initial consultation with applicants who satisfy the pre-screening criteria;
 - (iii) Conduct formal interviews with candidates, together with a representative nominated by the Company, to assess the candidates innovative concept/product, undertaking validation assessment and approve entry to the programme; and,
 - (iv) Meet with successful candidates as soon as possible after selection to conduct the on-boarding process with a representative nominated by the Company, including completion of contractual arrangements and collection of \$2000 deposit from the candidate to ensure entry to the Programme. The deposit is to be held in trust by the Programme Manager and refunded to each candidate upon successful completion of the Programme or on direction from the Company

2.4 Module Facilitation & Delivery Stage

- (a) The Service Provider will:
 - i) Conduct an individual workshop with each successful candidate as soon as possible after selection to build a tailored development programme for the candidate. This will include a detailed analysis of the work completed to date, gap-analysis and preparation of a **Module Delivery Plan** for each candidate in accordance with the requirements of the programme
 - (i) coach and mentor each candidate through the **Module Delivery Plan**, which will include scheduling mentor meetings, meeting with candidates as and when required, together with provision of support and advice.
- (b) Identify and engage, on terms approved by the Company, suitably experienced, reputable and qualified suppliers to deliver programme modules, in accordance with the **Module Delivery Plan** as developed with each candidate.

2.5 Gate Review and Approval Stages

- (a) The Service Provider will facilitate, and provide assistance as required by the Company, in the conduct of a review of each Product Development Plan and Prospectus presented by each candidate. The review will be conducted by a selection of Here for Gladstone Advisory Board members, herewin called the **Gate Review Panel**, selected by the Company.
- (b) The Service Provider will facilitate, and provide assistance as required by the Company, in the conduct of a final review of each candidate.
- (c) The Service Provider will provide ongoing support to successful candidates, by conducting regular (or in accordance with a timeline agreed by the candidate) meetings for the first 12 months with each candidate to discuss progress and provide advice.

3. PROGRAMME ACCOUNT AND PAYMENTS

3.1 Managing the Programme Account

- (a) The Service Provider will administer any payments received from participants in the Programme, or funding received from the Company to be distributed in connection with the Programme.
- (b) The Service Provider will manage a separate bank account for the purpose of receiving, holding and disbursing funds received in connection with the Programme and this Contract (**Programme Account**).
- (c) The Company will deposit the agreed per annum programme funds into the Programme Account for disbursement by the Service Provider in accordance with this Contract.
- (d) Payment will be provided after successful receipt of invoice from the Service Provider.
- (e) The Service Provider may only disburse funds from the Programme Account to make payments to:
 - (i) the Service Provider, in accordance with clause 3.2;
 - (ii) third parties, in accordance with clause 3.3; or
 - (iii) participants in the Programme, in accordance with a written approval from the Here for Gladstone Executive Officer

- (f) The Service Provider must, promptly on or before the end of the Term, transfer any uncommitted funds remaining in the Programme Account to the Company.
- (g) Without limiting any other provision of this Contract, the Service Provider will:
 - (i) manage and administer the Programme Account on the basis that funds within the account are held in trust for and on behalf of the Company;
 - (ii) comply with the applicable requirements of APES 310 *Dealing with Client Monies* and the *Trust Accounts Act 1973* (Qld) and otherwise apply all management and reporting procedures in relation to the Programme Account as would ordinarily be applied to a trust account;
 - (iii) provide accurate and detailed financial statements and reporting to the Company regarding the Programme Account on a quarterly basis and
 - (iv) otherwise monitor and manage the Programme Account in accordance with the directions of the Company from time to time

3.2 Payments to Service Provider

- (a) The Service Provider may only disburse funds from the Programme Account for the purpose of making payment to itself for the provision of Services under the Contract where the following conditions are met:
 - (i) the payment is in accordance with the fees and charges set out in Schedule C; and
 - (ii) the Service Provider has submitted to the Here for Gladstone Executive Officer a Tax Invoice for the Services performed, and,
 - (iii) Approval for payment will be required by the Programme Manager via signature on Request for Payment documentation and online banking authorization by the Here for Gladstone Executive Officer.

3.3 Payments to Third Parties

- (a) The Service Provider may only disburse funds from the Programme Account for the purpose of making payment to third parties for the provision of Services (engaged in accordance with this Contract) in connection with the Programme where the following conditions are met:
 - (i) the payment is in accordance with the fees and charges set out in Schedule C; and
 - (ii) the Service Provider has provided to the Here for Gladstone Executive Officer a copy of a Tax Invoice from the third party seeking payment for the services performed, together with reasonable supporting evidence required to substantiate the invoice.
 - (iii) Approval for payment will be required by the Programme Manager via signature on Request for Payment documentation and online banking authorization by the Here for Gladstone Executive Officer

3.4 Service Provider's information, accounts and records

- (a) The Service Provider must provide the Company with any information requested by the Company in relation to the provision of the Services including the Programme Account.
- (b) The Service Provider must:
 - (i) maintain a complete set of accounts and records for the Programme and the Programme Account in accordance with prudent and accepted accounting principles; and
 - (ii) retain, and ensure that all of its Personnel retain, any of the items referred to above for a minimum period of 2 years after the expiry of the Term or earlier termination of the Contract.

- (c) In addition to the rights set out in above, the Service Provider and its Personnel must permit the Company to audit any of accounts, books, records, correspondence, receipts, vouchers and other relevant documents (including documents stored in electronic form) relevant to the Contract or Programme for the purposes of substantiating:
 - (i) the Contract Price, including any amendment to the Contract Price;
 - (ii) the existence (or otherwise) of any Indirect Transaction Taxes; or
 - (iii) any other amount disbursed by the Service Provider from the Programme Account pursuant to the Contract,
at any time on reasonable notice.
- (d) The Company may make and retain copies of any of the items referred to in this clause.

4. MEETINGS AND REPORTING

4.1 Meetings

- (a) The Service Provider must attend the following meetings:
 - (i) progress meetings called by the Company; and
 - (ii) at the direction of the Company, meetings of the Board of the Rio Tinto Here for Gladstone from time to time.

4.2 Reporting

- (a) The Service Provider must:
 - (i) provide quarterly written reports to the Company on the progress of the Services and the Programme, including progress of participants in the Programme and outcomes from external network meetings
 - (ii) an financial report, including financial statement, to identify all funds deposited and disbursed from the Programme Account;
 - (iii) a report on Key Performance Indicators as set out in Schedule E
 - (iv) at the direction of the Company, updates on the Programme for the Board of Rio Tinto Here for Gladstone; and
 - (v) informal updates at the request of the Company.
- (b) Reports provided under this section 4.2 will be provided at the frequency, and in a format, directed by the Company.

**SCHEDULE B
ASSOCIATED GOODS
(INCLUDING SPECIFICATIONS)**

NOT APPLICABLE.

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SCHEDULE C

PRICES

1. PAYMENTS FOR SERVICES

- (a) The following fee for service amounts represent the only fees and charges that may be paid to the Service Provider for the provision of the Services.
- (b) The fee for service amounts specified below will reimburse the Service Provider for all activities undertaken as part of the Services, including any activities that may not be specified in this Contract, but are ancillary to or connected with the activities identified.
- (c) The fee for service amounts are fixed for the Term.
- (d) The fees set out below are inclusive of:
- (i) all project management, overheads and administration costs, including insurance and employee-related costs;
 - (ii) costs associated with the Programme Account; and
 - (iii) all costs incurred by the Service Provider in complying with the obligations set out in Schedule A.

STAGE	ACTIVITIES PERFORMED AS PART THE SERVICES	FEE FOR SERVICE
Identify, pre-screen potential applicants	Activities set out at Section 2.3(a)(i) & (ii) of Schedule A.ex GST per applicant
Interview & Assessment Stage	Activities set out at Section 2.3(a)(iii) of Schedule A ex GST per applicant
Onboarding Meeting with Candidate	Activities set out at Section 2.3(a)(iv) of Schedule A Up to approved number of placements Onboard Meetings with more than agreed per annum number of candidates will require prior written approval by the Company. The number of placements per calendar year as agreed by the Company will be provided in writing by July of each year. ex GST Per applicant
Build the Module Delivery Plan	Activities set out at Section 2.4 (a) of Schedule A.ex GST per participant
Module Delivery	Faciliate mentor engagement and module delivery through to completion of Programme as per activities set out at Section 2.4 b of Schedule A	Up to ex GST per participant
Gate Review & Presentation	Faciliate completion of the Product Development Plan and Prospectus and final review and presentation to Gate Review Panel Activities set out at Section 2.5 a,b,c & d of Schedule A ex GST per participant
Ongoing momentum meeting	Activities set out at Section 2.5(e) of Schedule A. ex GST per meeting
Administration and Reporting	Activities set out at Section 3 & Section 4 of Schedule A. ex GST per year

SCHEDULE D

Not applicable

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SCHEDULE E

KEY PERFORMANCE INDICATORS (REPORTING)

Performance Objectives	Output Indicator	Reportable Impact Indicator	Data Source
Facilitating connections between Rio Tinto and Here for Gladstone through the Innovator Program	# Rio Tinto Employees involved in the program # internal promotional activities between sites regarding Innovator Program	# Rio Tinto Mentors engaged with the program # contacts and queries from Rio Tinto sites regarding the programme	EO Here for Gladstone to report
Enable innovators to access the information and support to assist in the development of a commercialised product/service/concept	# candidates approved for entry into the Innovator Program # Individualised Module Delivery Plans developed	# of participants who report improved knowledge of the process of commercialisation of an innovative idea	Participant survey via Momentum Meetings by PM
Increase individual participation across diverse industry sectors; Increase in ICT Sector Growth	# Individual participation by market sector	% contribution to growth in ICT sector	Collated from source Application Form; PM to monitor graduates to assess economic contribution by sector
Contribute to the local innovation ecosystem through collaborative network events & activities	# networking events held to facilitate innovation ecosystem growth # expert menters engaged to deliver program objectives	Increase connectivity between local innovators, traditional business & expert mentors Increase in size and scale of expert mentor network (contributing factor to a strong innovation ecosystem)	PM to report on numbers of mentors engaged and number of networking events/activities delivered
Support the diversification of the Gladstone economy by supporting innovative practice & expanding commercialisation opportunities and growth	# Graduate "Product Development Plans" completed & presented to Board	# innovation ideas grown from concept to commercialisation to launch	PM to report on number of participants who have successfully commercialised or launched their products/concept
Increase the knowledge of the Innovator Program and brand awareness of Rio Tinto's Investment	# media, marketing activities, representation at events	# total number of applications received by specialist category** (demonstrating promotional reach)	PM to report on # promotional activities Application details sourced Application Form

SCHEDULE F
GENERAL CONDITIONS



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