



Subsea Innovation Cluster Australia Membership Agreement

1. WHO MAY BECOME A MEMBER OF SUBSEA INNOVATION CLUSTER AUSTRALIA?

Any company or organisation that has a presence in Australia and delivers products and/or services to the subsea industry, or intends to do so, may become members of Subsea Innovation Cluster Australia.

2. AGREEMENT ON PURCHASE OF SERVICES FROM SUBSEA INNOVATION CLUSTER AUSTRALIA

The Parties in this agreement are Subsea Innovation Cluster Australia and the individual Member Organisation.

Subsea Innovation Cluster shall, in exchange for a fee paid by the Member, provide the Member with the services defined in 4. SERVICES below.

The determined fee reflects the extent of the services from Subsea Innovation Cluster Australia that the Parties deem necessary to meet the Member's needs in this context.

Should the Member requires services beyond the scope of this Agreement, a separate agreement shall be prepared to cover these additional services.

The Member is to pay an annual fee for the Services from Subsea Innovation Cluster Australia. The fee is determined by the Committee of Subsea Innovation Cluster Australia.

GST will be added to the determined fee in accordance with current rates. The fee is payable upon demand by invoice.

3. AGREEMENT PERIOD, TERMINATION DEADLINE, ETC.

The Agreement between the Parties is binding from the enrolment date of a new Member. The Agreement runs until it is terminated by either Party.

Both Parties may terminate this Agreement, effective from the following calendar year in the Agreement Period. A valid notice of termination must be given in writing by the time of the due date of the invoice.

The Parties' rights and obligations under this Agreement expire at the end of the invoiced period.

If memberships are terminated during a billed period, neither whole nor part of the invoiced amount shall be refunded.

If one of the Parties causes a substantial breach in their obligations under the Agreement, the Agreement may be annulled by the other Party with immediate effect. Members are not entitled to receive a fee reimbursement if the Member in question has caused a substantial breach of the Agreement.

If a dispute arises between the Parties concerning the interpretation of or the legal effects of the Agreement, one should attempt to resolve the dispute through negotiations. If such negotiations fail, any of the Parties may demand that the dispute be settled under Australian Law.

4. SERVICES

Membership includes:

- access to improved understanding of operators' needs, through Cluster-initiated workshops
- a platform for Members to communicate ideas and capabilities to the operators
- the opportunity to participate in industry-generated innovation projects, to solve industry issues
- closer links with industry and research institutions
- potential cost-savings via shared test facilities, R&D infrastructure, shared expertise
- possible access to opportunities in other markets such as defence, aquaculture, renewables
- (Members only, does not apply to partners) : Membership of Subsea Energy Australia, a fully industry-led peak body representing organisations across the entire subsea sector. Membership of Subsea Energy Australia in turn requires that Members agree to comply with Subsea Energy Australia's Constitution and Rules set out with the Constitution.

SICA's main methods of facilitating these interactions are:

1. The SICA web site, with a portal to a Members' Forum, for topical discussion, and with access to an intelligent database of industry test and R&D facilities, current known R&D Projects and a listing of potential sources of funding
2. Workshops actively facilitated by the Cluster, seeking out industry challenges, crystallising into activities or projects to generate solutions to the challenges.