



Australian National Algae Culture Collection (ANACC)

Order Form and Transfer Agreement

CSIRO will Supply the Strain to the Recipient in accordance with the Terms and Conditions (over page). This order may be accepted by the Recipient by having an authorised officer sign the Acceptance (below). The Algae Strain Transfer Agreement does not come into force and the Strain will not be supplied until CSIRO receives this order form and the valid, signed Acceptance from the Recipient. (For enquiries see Terms and Conditions over page.)

Date:		Date Required*:	
Recipient:			
Invoice Address:			
Delivery Address:			
Email:		Phone:	ABN**

*Date Required is an indicative request by the recipient. The actual dispatch date will be confirmed by consultation with ANASS and is subject to contractual requirements and/or reasonable delays. **** (ABN Required for Australian customers only)**

Strain/s of algae ordered from the Australian National Algae Culture Collection (ANACC)

Please enter fees correctly to expedite order processing (see **Pricing and Payment form**). Please see **ANACC strain list**.

Strain	Quantity	Fees
International Packaging and Handling fee		\$
Freight		\$
TOTAL		\$

Do you require a receipt:

Please list any other information you require:

Field (please tick)	Applications (Please give details of intended use of Strains - see T&C 3(a) Fees)
Education	
Research (Non-commercial)	
Food industry	
Pharmacology industry	
Aquaculture industry	
Other industry	

Acceptance	
I am an authorised officer of the Recipient and I accept the Terms and Conditions on the Recipient's behalf.	
Signature:	Print Name:
Position:	Date:

CSIRO Use Only
Dispatch No.
Order No.

Terms and Conditions

1. Supply of Strain:

- (a) CSIRO will supply the Quantity of the Strain to the Recipient upon receipt of Payment. For the avoidance of doubt, the Strain will not be supplied where payment has not been received.
- (b) In the event Payment is not received in accordance with clause 2, the Recipient will be in breach of this Agreement and CSIRO reserves its rights under clause 12(a) below.

2. Payment: The Recipient will pay the Fees to CSIRO within thirty (30) days of the invoice date.

3. Recipient's Use of Strain: The Recipient will:

- (a) use the Strain and its derivatives only for the Applications and in the Field;
- (b) not use the Strain or its derivatives for human tests or treatments;
- (c) not provide the Strain or its derivatives to third parties;
- (d) store and dispose of the Strain and its derivatives in a safe and secure manner

4. Confidentiality

- (a) Each party will keep confidential the confidential information of the other party (unless that information subsequently becomes part of public knowledge).
- (b) CSIRO's confidential information includes information:
 - (i) provided by CSIRO to the Recipient about the Strain;
 - (ii) about the genetic composition and structure of the Strain and its derivatives;
 - (iii) about possible uses of the Strain and its derivatives.
- (c) The Recipient's confidential information includes information disclosed by the Recipient in confidence to CSIRO.
- (d) The Recipient may use CSIRO's confidential information for the Application in the Field.

5. Ownership and Intellectual Property Rights

- (a) The Strain and its derivatives remain the property of CSIRO.
- (b) This Agreement does not transfer ownership of any intellectual property rights in the strain or its derivatives.
- (c) Unless an IPR Agreement has been agreed in accordance with **paragraph (d)**, the Recipient will not apply for, commercialise or assign any intellectual property rights (including patents and plant breeder's rights) that it could not have created or developed but for its use of the Strain ('**Strain IPR**').
- (d) The parties will negotiate in good faith and according to their respective contributions an '**IPR Agreement**' under which:
 - (i) CSIRO grants the Recipient the right to use the Strain to commercialise Strain IPR for Applications in the Field;
 - (ii) the Recipient agrees to pay CSIRO, fees and/or royalties for the commercialisation of Strain IPR for Applications in the Field; and
 - (iii) the Recipient grants CSIRO an irrevocable, royalty-free licence to use or commercialise Strain IPR other than for Applications in the Field and to use Strain IPR for research.

6. Publicity and Use of Names:

- (a) The Recipient agrees to include the following acknowledgement in any publication that relates to the use of the Strain: "*We acknowledge the use of the CSIRO Australian National Algae Culture Collection, in undertaking this research.*"
- (b) Excluding in the circumstances set out in clause 6(b), the Recipient will not, without CSIRO's prior consent use CSIRO's name, trademarks or corporate logos.

7. Dispute Resolution: The parties will negotiate in good faith to resolve any dispute that arises between them and if necessary will involve the Director of the Business Unit and a senior officer of the Recipient in those negotiations.

8. Personnel: Each party will ensure that its officers, employees and agents comply with the obligations imposed on it by this Agreement as if personally bound by those obligations.

9. Acknowledgement: The Recipient acknowledges that: it uses the Strain and its derivatives and exercises its rights under this Agreement at its own risk.

10. Warranty and Exclusion: CSIRO:

- (a) warrants that it is not aware of third party rights in the Strain that would preclude it from supplying the Strain to the Recipient in accordance with this Agreement;
- (b) does not exclude or limit the application of any statute if the exclusion or limitation would contravene that statute or cause any part of this agreement to be void;
- (c) excludes all conditions, warranties and terms implied by custom, general law or statute that lawfully can be excluded, including warranties of merchantability or fitness for purpose.

11. Indemnity: The Recipient indemnifies CSIRO, its officers, employees and agents ('**those indemnified**') against all expenses, losses, damages and costs (including legal costs on a full indemnity basis) incurred by or awarded against those indemnified arising out of a claim by any person in relation to:

- (a) the Recipient's use of the Strain and its derivatives, and any other exercise of rights under this Agreement; and
- (b) breach of this Agreement by the Recipient.

12. Agreement

- (a) CSIRO may end this Agreement by giving notice in writing to the Recipient if the Recipient does not pay the Fees within 7 days of those Fees becoming due.
- (b) Either party may end this Agreement by giving 90 days notice in writing to the other party.
- (c) After this Agreement ends:
 - (i) **clauses 5, 6, 7, 8 and 12** continue; and
 - (ii) the Recipient will, unless the parties agree otherwise, promptly return to CSIRO or destroy the Strain and its derivatives.
- (d) The Quotation forms part of these Terms and Conditions.

Enquiries

Australian National Algae Culture Collection (ANACC)

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