



MICROALGAE SUPPLY SERVICE

Marine and Atmospheric Research ORDER FORM and TRANSFER AGREEMENT

CSIRO will Supply the Strain to the Recipient in accordance with the Terms and Conditions (over). This order may be accepted by the Recipient by having an authorised officer sign the Acceptance (below). The Microalgae 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.

Recipient: _____ Date: _____
 _____ Delivery Address: _____
 Address: _____
 _____ Date Required: _____
 Phone: _____ Fax: _____
 Email Address: _____

Strain/s of microalgae ordered from CSIRO's Collection of Living Microalgae

Strain	Quantity	Fees

Other Information Required	Packaging and Handling fee	
	Freight	
	TOTAL	

Please circle:
 Do you require a receipt: YES NO

Field	Applications (Details of Strain Use)
Education	
Research (Non-commercial)	
Food industry	
Pharmacology industry	
Aquaculture industry	
Other industry	

Acceptance

CSIRO Use Only

I am an authorised officer of the Recipient and I accept the Terms and Conditions on the Recipient's behalf.

Signature..... Date.....
 Print Name Position.....

- Dispatch No.
.....
- Order No.
.....

Terms and Conditions

1. **Supply of Strain:** CSIRO will:
 - (a) supply the Quantity of the Strain to the Recipient;
2. **Payment:** On receipt of the Strain and subject to invoice, the Recipient will pay CSIRO the Fees.
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:** 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 Chief of the Division 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.

