



Australian National Algae Culture Collection Supply Service

Order Form and Transfer Agreement

CSIRO will supply the Strain to the Recipient in accordance with the Terms and Conditions over page (T&Cs). This Transfer Agreement may be accepted by the Recipient by having an authorised officer sign the Acceptance field (below) and returning a fully executed copy with a valid, signed execution to CSIRO. This Transfer Agreement does not come into force until CSIRO receives such a copy and is satisfied with the Application(s), upon which CSIRO will issue a supply invoice for payment.

| | | | | | | |
|-------------------------|--|--------|---------------------------------------|-------------------|--|--|
| Date: | | | Requested Delivery Date: ¹ | | | |
| Recipient: ² | | | | ABN: ³ | | |
| Invoice Address: | | | | | Collect from CSIRO Hobart <input type="checkbox"/> | |
| Delivery Address: | | | | | Address outside Australia <input type="checkbox"/> | |
| Contact Name: | | | | | | |
| Position: | | Email: | | Phone: | | |

¹ Requested Delivery Date is an indicative request only. The actual dispatch date will be confirmed by consultation with ANACC and is subject to contractual requirements and/or reasonable delays. ² Recipient is the name of the company, organisation, university or research institute that will be receiving the Strain. Requests by individuals will be considered on a case-by-case basis. ³ ABN is required for Australian customers only.

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

Please see the [ANACC strain list](#). Fees for Recipients outside Australia are indicative only and will be confirmed by consultation with ANACC.

| Strain code | Strain | Volume | Qty | Fees (AUD) |
|--|--------|--------|-----|------------|
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| | | | | |
| International Packaging and Handling fee | | | | |
| Freight | | | | |
| TOTAL | | | | |

| | |
|--|--|
| Field (please tick all that apply) | Application(s) (Please detail the intended Strain use of the Strains per clause 2.1 of the T&Cs) |
| <input type="checkbox"/> Education <input type="checkbox"/> Academic Research <input type="checkbox"/> Student Research <input type="checkbox"/> Aquaculture industry | <input type="checkbox"/> R&D (non-commercial) <input type="checkbox"/> Food industry <input type="checkbox"/> Pharmacology industry <input type="checkbox"/> Other industry |

Acceptance

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

| | |
|------------|-------|
| Signature: | Name: |
| Position: | Date: |

CSIRO Use Only

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

Enquiries

Australian National Algae Culture Collection (ANACC)
GPO Box 1538, Hobart, Tasmania 7001, Australia

✉ anacc@csiro.au | 🌐 <http://www.csiro.au/ANACC>
Castray Esplanade, Hobart, Tasmania 7000, Australia

Terms and Conditions

1. Supply of Strain

- 1.1. The Recipient will pay the Fees and if requested provide its disposal protocol for the Strains to CSIRO within thirty (30) days of the date of the invoice.
- 1.2. CSIRO will supply the Quantity of the Strain to the Recipient upon receipt of the total Fees set out in the invoice and on CSIRO's reasonable satisfaction with the Recipient's disposal protocol for the Strains.

2. Use of Strain

- 2.1. The Recipient will:
- (a) only use the Strain and its Derivatives for the Applications and in the Field;
 - (b) handle, store and dispose of the Strain and its Derivatives in a safe and secure manner in accordance with all applicable laws and guidelines;
 - (c) label the Strain and its Derivatives with the ANACC CS-number of the Strain in the ANACC Strains Database;
 - (d) comply with any reasonable directions given by CSIRO regarding the Strain and its Derivatives; and
 - (e) not:
 - (i) use the Strain or its Derivatives for human tests or treatments;
 - (ii) provide the Strain or its Derivatives to third parties; or
 - (iii) with the exception of use of a Strain as feedstock for the Recipient's aquaculture or livestock where stated as the Application, use the Strain or its Derivatives for commercial purposes (including the production of a commercial product) or commercial research or development (including any research or development on any genetic resources, or biochemical compounds, comprising or contained in the Strain or its Derivatives).

3. Ownership & Intellectual Property Rights

- 3.1. The Strain and its Derivatives remain CSIRO property and nothing in this Transfer Agreement transfers ownership of the Strains or any intellectual property rights in the Strains or its Derivatives.
- 3.2. The Recipient acknowledges that:
- (a) its rights to the Strain and its Derivatives are limited to those expressly set out in this Transfer Agreement;
 - (b) a separate licence agreement will be required if the Recipient wishes to obtain further rights to use the Strain or its Derivatives; and
 - (c) that CSIRO may not be able to grant the Recipient further rights to use the Strain or its Derivatives for commercial purposes because of conditions associated with the collection or accession of the specimen into ANACC.
- 3.3. The Recipient must not obtain (or attempt to obtain) any patent rights, plant breeders' rights or other registered intellectual property rights directed to the Strain or its Derivative.

4. Confidentiality

- 4.1. Each party agrees to keep the Confidential Information of the other party confidential for five (5) years after the date of Acceptance.
- 4.2. Upon a request from CSIRO, the Recipient agrees to promptly return or destroy all copies of CSIRO's Confidential Information (subject to any copies the Recipient is required to retain under law) and not make any further use of such Confidential Information.
- 4.3. Notwithstanding clause 4.1:
- (a) either party may disclose the other's Confidential Information if required by law, but only to the extent necessary and after appropriate steps are taken to protect the form and content of the disclosure; and
 - (b) CSIRO may disclose the Recipient's Confidential Information to its responsible Minister or in response to a request of a House or Committee of Parliament after notifying the Recipient.

5. Publicity & Use of Names

- 5.1. The Recipient agrees to include the Acknowledgment in any publication (including presentation) relating to the Strain and to cite the ANACC CS-number(s) used (e.g. CS-302/11). The Recipient may additionally quote, but not solely, the descriptive strain code. e.g. GCHU11.
- 5.2. Excluding in the circumstances set out in clause 5.1, neither party will use the name, trade marks or corporate logos of the other party without its prior written consent.

6. Dispute Resolution

- 6.1. The parties will negotiate in good faith to resolve any dispute that arises between them and if necessary, will involve the relevant director of the CSIRO Research Unit and a senior officer of the Recipient in those negotiations.

7. Limitation of Liability

- 7.1. The Recipient acknowledges that the Strain is being provided for the Application and that the outcomes of the Recipient's use of the Strain or its Derivatives, or the ability of the Strain or its Derivatives, to produce useful results or any particular outcome is not guaranteed. The Recipient must use its own judgement as to the applicability and fitness for purpose of the Strain or its Derivatives for the Recipient's intended use.
- 7.2. CSIRO:
- (a) will not be liable to the Recipient for any loss of data, information, revenue, profit or business opportunity or for any loss or damage to goodwill or reputation suffered by the Recipient out of its use of the Strains or any Derivatives;
 - (b) 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; and
 - (c) notwithstanding (a) and (b) above, does not exclude or limit any guarantee, warranty, right or liability implied into law that where excluded would contravene the law or cause this Transfer Agreement to be void.
- 7.3. The Recipient releases CSIRO against all claims, actions, demands, suits, liability, loss or expense arising directly or indirectly from its use of the Strain to the extent allowed by law, except to the extent directly caused by CSIRO's negligence.
- 7.4. This Transfer Agreement records the entire agreement between the parties and supersedes all earlier agreements and representations that may have been made by either party in relation to this Transfer Agreement.

8. Termination

- 8.1. This Transfer Agreement may be terminated by:
- (a) either party by giving ninety (90) days notice in writing to the other party;
 - (b) CSIRO by written notice to the Recipient if:
 - (i) the Fees are not paid in accordance with clause 1.1; or
 - (ii) CSIRO is not reasonably satisfied with the Recipient's disposal protocol for the Strains and the Recipient has not rectified the disposal protocol within thirty (30) days of receiving CSIRO's feedback on the disposal protocol.
- 8.2. On termination:
- (a) the Recipient must destroy the Strain and any Derivatives in compliance with all applicable laws at the Recipient's cost and provide written confirmation when it has done so; and
 - (b) each party must promptly return or destroy any and all copies of the other party's Confidential Information (subject to any copies that party is required to retain under law).
- 8.3. Clauses 3 (Ownership & Intellectual Property Rights), 4 (Confidentiality), 5 (Publicity & Use of Names), 6 (Dispute Resolution) and 7 (Limitation of Liability) survive termination of this Transfer Agreement together with any provision which is expressly or by implication from its nature intended to survive expiry or termination.
- 8.4. No failure to exercise, delay in exercising or partial exercising of any right, power or remedy under this Transfer Agreement will operate as a waiver or preclude any other or further exercise of that or any other right, power or remedy.

9. Definitions

- 9.1. Capitalised terms in these Terms and Conditions have the same meaning given in the Order Form.

- 9.2. **Acknowledgment** means the following statement:

"We acknowledge the use of the CSIRO Australian National Algae Culture Collection (ANACC), (<https://ror.org/01qv3ez98>), in undertaking this research."

- 9.3. **ANACC Strains Database** means the database of algae strains available for supply maintained by the CSIRO at <https://www.csiro.au/>.

- 9.4. **Confidential Information** means all information in relation to this Transfer Agreement disclosed which is by its nature confidential or which a party identifies as confidential, but does not include information which is:

- (a) in the public domain (other than by breach of the Transfer Agreement);
 - (b) independently developed by an employee of a party with no knowledge of the Confidential Information; or
 - (c) received from a third party without any obligation to hold confidence and is not obtained by that third party from the receiving party,
- and **CSIRO's Confidential Information** includes (but is not limited to) all information about the Strain provided by CSIRO, including the genetic composition and structure of the Strain and its Derivatives and possible uses of the Strain and its Derivatives.

- 9.5. **Derivative** of a Strain means all material, including (without limitation) any progeny, chemical compounds or biological material, created, derived, extracted or originating from the Strain.