RESEARCH LICENCE AGREEMENT

Licensee: [insert]  
ABN: [insert]  

CSIRO Technical Contact  
Name: XXX  
Address: 
Tel: 
Fax: 
Email: 

CSIRO Contract Manager  
Name: XXX  
Address: 
Tel: 
Fax: 
Email: 

Notices: Contact for notices to Licensee  
Contact for notices to CSIRO

Background
A. CSIRO offers the Licensee a research licence under the Patent Rights for the sole purpose of research and development, on the terms set out in this Agreement.
B. The Licensee accepts the Licence under the Patent Rights on the terms set out in this Agreement.

Details

Term: From the Execution Date until cessation or expiry of the Patent Rights, or early termination pursuant to the provisions of this Agreement.

This proposal to enter into an Agreement (which will consist of this cover page, the terms overleaf and any attachments) is valid for 60 days from the date shown at the top of this cover page. To accept this proposal, please have your authorised representative sign below and return all of the pages of the Agreement to the CSIRO Contract Manager identified above.

By signing below you confirm you have read and accepted the Agreement and that you are authorised to sign on behalf of the Licensee.

CSIRO  
_______________________ by _____________________ on _____________

Licensee  
_______________________ by _____________________ on _____________

Page 1 of 3
1 LICENCE
1.1 From the Execution Date, CSIRO grants the Licensee a non-exclusive, non-transferable, royalty-free, worldwide licence under the Patent Rights, for the Term, to use the Technology solely for research purposes subject to compliance with the terms of this Agreement.

1.2 The Licensee may not sublicense any of its rights under this Agreement (other than as outlined under clause 2) and any attempted sublicense in contravention of this Agreement will be null and void.

1.3 This Agreement commences on the Execution Date and expires at the earlier of the end of the Term, subject to the termination provisions of this Agreement.

1.4 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement prevents the Licensee from exercising any rights it may have in the Licensee’s jurisdiction under a statutory licence, Patent Act or under the Patent Rights, the Technology or any other intellectual property. CSIRO retains all rights not expressly granted to the Licensee.

2 SUBLICENSING TO AFFILIATES
2.1 The Licensee may grant to its Affiliates sublicenses of the Licence granted to it under clause 1.1, provided that:
(a) the Licensee must promptly provide CSIRO with a copy of any sublicense agreement entered into;
(b) each sublicense will be personal to the Affiliate and will not be assignable, nor will the Affiliate have the right to sublicense;
(c) the acts or omissions of any Affiliate to which a sublicense is granted are considered for the purposes of this Agreement to be the acts or omissions of the Licensee; and
(d) each sublicense must be capable of being terminated at CSIRO’s sole discretion at the same time as the termination of this Agreement or any Licences granted under it.

3 ACKNOWLEDGEMENT & DISCLAIMER
3.1 The Licensee acknowledges that:
(a) the Patent Rights may expire or cease to be in force during the Term (including for the reason that a patent application comprised in the Patent Rights does not obtain grant);
(b) the Patent Rights and the Technology may have inherent defects or deficiencies;
(c) any use of the Technology is solely at the Licensee’s own risk;
(d) CSIRO does not represent or warrant that the use of the Technology will not infringe any third party’s rights; and
(e) the Licensee has not relied on any representations or warranties about the Patent Rights or the Technology except as expressly provided in this Agreement.

4 LIMITATION OF LIABILITY
4.1 This Agreement does not exclude or limit any guarantee, condition, warranty, right or liability implied into it by law (including the Competition and Consumer Act 2010), the exclusion of which would contravene the law or cause this agreement to be void (“non-excludable consumer warranties”). This Agreement is at all times to be read subject to such non-excludable warranties.

4.2 To the maximum extent lawfully permitted, CSIRO excludes any and all liability to the Licensee for any loss, liability or expense (including any loss of data, information, revenue, profit or business opportunity or for any damage to goodwill or reputation which is suffered by the Licensee) arising out of or in connection with:
(a) the Licensee’s use of the Technology;
(b) any unauthorised use of the Technology including by any third party; or
(c) any defect in the Patent Rights or the Technology.

5 INDEMNITY
The Licensee indemnifies CSIRO against and releases CSIRO from all claims, demands, suits, liability, loss or expense arising directly or indirectly from:
(a) the Licensee’s use of the Technology; and
(b) any breach of this Agreement by the Licensee.

6 TERMINATION
6.1 Either party may terminate this Agreement by giving written notice to the other Party’s Representative if:
(a) the Patent Rights expire or cease to be in force during the Term; or
(b) there is a breach of this Agreement and that breach is not remedied within 30 days after written notice is received.

6.2 Notwithstanding clause 6.1, CSIRO may terminate this Agreement by giving written notice to the Licensee’s Representative, with termination taking effect from the date of the breach:
(a) if the Licensee breaches the Agreement which in CSIRO’s reasonable opinion cannot be remedied; or;
(b) if the Licensee uses the Technology outside the scope of the licence authorised under clause 1.1.

7 DISPUTE RESOLUTION
7.1 Any Dispute must be dealt with in accordance with this clause.

7.2 The party claiming that there is a Dispute must notify the other Party’s Representative in writing and give details of that Dispute to the other Party’s Representative.

7.3 If the Dispute is not resolved within 90 days from the date that the written notice of the Dispute is received, then the Dispute must be submitted to mediation in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Mediation (IAMA) Rules.

7.4 The mediation will take place in Victoria, Australia, if the Licensee has an office in Australia. If the Licensee’s operations are wholly outside of Australia the mediation will take place in Singapore and will be administered by an equivalent institute to the IAMA, or a body chosen by CSIRO.
7.5 If the Dispute cannot be resolved within 90 days (unless this period is extended by mutual agreement in writing) from the date it is submitted for mediation, then neither party is bound to continue mediation.

7.6 CSIRO may, if required, disclose any information regarding the mediation to its responsible government Minister, House of Parliament or a Committee of Parliament.

7.7 This clause does not prevent any party from seeking urgent injunctive or similar interim relief from a Court.

8 GENERAL

8.1 Each party warrants that this Agreement has been signed by an officer who has authority to sign this Agreement on behalf of the party.

8.2 This Agreement may only be varied or assigned if the parties agree in writing. This Agreement records our entire agreement and supersedes all earlier agreements and representations that may have been made by CSIRO to the Licensee regarding the Technology or the Patent.

8.3 The terms of this Agreement override any contrary terms contained in any confirmation, letter, term sheet or other documentation issued by CSIRO to the Licensee or exchanged between CSIRO and the Licensee.

8.4 This Agreement is governed by the law applicable to the State of Victoria, Australia.

8.5 If any term of this Agreement is prohibited, void or unenforceable under any applicable law, it will be severed to the extent necessary to make this Agreement valid and enforceable. The severance of a term will not affect the validity or enforceability of the remaining terms of this Agreement.

8.6 The Licensee must not use CSIRO’s name, acronym, logo or trade marks in any way without CSIRO’s express written permission.

8.7 Clauses 4, 5, 8.4 and 8.5 survive termination or expiry of this Agreement.

9 INTERPRETATION

In this Agreement capitalised terms not defined in this clause have the meaning given to them in the Details;

(a) Affiliate means any corporation, partnership, or other entity Controlling, Controlled by or under common Control with the Assignee;

(b) Agreement means this Research Licence Agreement which consists of the Details and its terms;

(c) Control of a corporation, partnership or other entity means:

i. direct or indirect beneficial ownership of 50% or more of its voting power, or 50% or more of the interest in its income; or

ii. the power to appoint the majority of its directors; or

iii. the power otherwise to direct its business activities;

(d) CSIRO means the Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230, having its principal address at Clunies Ross Street, Black Mountain, Australian Capital Territory;

(e) Details means the table titled “Details” on page 1 of this Agreement;

(f) Dispute means any dispute, controversy or claim arising out of or in connection with this Agreement, including its existence, breach, validity or termination.

(g) Execution Date means the day on which the last party to sign the Agreement signs.

(h) Party’s Representative means the nominated person for each party for notices, specified in the Details;

(i) Technology means the subject matter described, claimed or otherwise disclosed, other than as prior art, in International Patent Application No. PCT/AU2016/051267 (publication no. WO 2017/106916).