

TRANSFER OF BIOLOGICAL MATERIAL AND INFORMATION TO CSIRO FOR USE IN THE CONSTRUCTION OF AN OVINE SNP CHIP AND HAPMAP BY THE INTERNATIONAL SHEEP GENOME CONSORTIUM

Background

1. The Commonwealth Scientific and Industrial Research Organisation hereinafter CSIRO acting through its Division of Livestock Industries is located at the Queensland Bioscience Precinct, 306 Carmody Road St Lucia, Queensland, Australia 4067.
2. CSIRO is a member of the International Sheep Genome Consortium (the **Consortium**) which is constructing an Ovine SNP Chip and HapMap for the Sheep Genome (the **Project**). CSIRO has agreed to assemble and maintain the repository of DNA and related information necessary for the conduct of the Project and to supply the DNA and information to Project participants.
3. The Owner (named below) wishes to contribute tissues samples (**Material**) from the Animal/s (described below) and Records associated with the Animal/s (being the Animal ID and the IDs of its parents) for use in the Project.

Agreement

4. The Owner agrees to:
 - a. supply the Material to CSIRO, or allow CSIRO to collect the Material, and to supply the Records to CSIRO, for the sole purpose of CSIRO using and/or supplying the Material and Records to others for using, for the purpose of conducting the Project; and
 - b. upon receipt of an appropriate invoice from the Agent (details provided below), pay the Fee (specified below) to the Agent for use by the Consortium to contribute to the costs of the use of the Material and Records in the Project.
5. The Owner warrants that it is the owner of and/or is authorised to make available the Material and Records for the purposes of this agreement.
6. CSIRO agrees that:
 - a. if it collects the Material from the Owner, it will do so at its own cost;
 - b. it will supply a sub-sample of the Material to the Owner on request;
 - c. it will not use or permit any other person to use the Material or the Records otherwise than for the purpose of conducting the Project;
 - d. it will not provide any of the Material or disclose any of the Records to any person other than a participant in the Project;
 - e. subject to any negligence or unlawful act by the Owner, it uses the Material and Records at its own risk;
 - f. it will work with the other participants in the Project to ensure that:
 - i. the results of the Project are released into the public domain as soon as practicable;
 - ii. the Owner is kept informed of the results of the Project as they relate to the Owner's Material and Records;
 - iii. the Owner receives prior to submission for publication a copy of any manuscript that describes the results of the Project as they relate to the Material and Records and that any such manuscript acknowledges the Owner's contribution to the work reported;
 - g. it will not include any of the results of the Project in any patent application before those results are released into the public domain; and
 - h. before supplying any Material or Records to a participant in the Project, it will enter into an agreement with that participant binding the participant to obligations consistent with the obligations of CSIRO under this agreement.

7. The Owner acknowledges that any results provided to it under this agreement may be preliminary and/or tentative and agrees that it uses those results at its own risk. The Owner further agrees in relation to such results that it must not:
 - a. disclose them to any other person; or
 - b. include any of them in any patent application before they are released into the public domain.

8. This Agreement will continue in force (unless terminated earlier by either party as a result of a breach) for a period of five (5) years, at which time (or immediately after earlier termination) CSIRO will, if requested in writing by Owner, return to the Owner or destroy all Material remaining in the possession of CSIRO.

OWNER's NAME and address:

CSIRO

Signature

Signature

Date

Animal ID: (attached)

Fee: [US\$300 per animal]