

PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANIZATION	05/31/2007
RECEIVING PARTY DATA	
Name:	UNIVERSITY OF WOLLONGONG
Street Address:	Northfields, Wollongong
City:	New South Wales 2522
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10504167
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Assignment Deed – Catalyst Technology

CSIRO Division of Molecular and Health Technologies

University of Wollongong

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Assignment Deed – Catalyst Technology

Parties

1. **Commonwealth Scientific and Industrial Research Organisation** (ABN 41 687 119 230) a body corporate established pursuant to the provisions of the *Science and Industry Research Act 1949* (Commonwealth) and having its principal office at Limestone Avenue, Campbell, ACT, Australia, through its **Division of Molecular and Health Technologies** of Ian Wark Laboratory, Bayview Avenue, Clayton, Victoria 3168, Australia (**CSIRO**)
2. **University of Wollongong** (ABN 61 060 567 686) of Northfields, Wollongong, New South Wales 2522, Australia (**University**)

Introduction

- A. CSIRO and the University co-own the Catalyst Technology, which arose as a result of certain collaborative projects carried out by the Parties under the Collaborative Research and Development Agreement.
- B. CSIRO now wishes to assign the Catalyst Technology to the University, and the University wishes to accept that assignment on the terms and conditions of this Deed.

Operative clauses

1. Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Catalyst Patents means the patents and patent applications listed in Schedule 1.

Catalyst Technology means the Catalyst Patents and the Project Technology.

Collaborative Research and Development Agreement means the agreement between the Parties named 'Collaborative Research and Development Agreement' dated 9 September 2003.

Effective Date means the date of signing of this Deed.

Exploit means, in relation to:

- (a) a product or service incorporating or created using any of the Catalyst Technology – to make, hire, sell or otherwise dispose of the product, offer to make, sell, hire or otherwise dispose of it, use or import it, or keep it for the purpose of doing any of those things;
- (b) a method or process incorporating or created using any of the Catalyst Technology – to use the method or process or do any act mentioned in paragraph (a) in respect of a product resulting from such use; or
- (c) to licence any third party to do any act mentioned in paragraphs (a) or (b),

and **Exploitation** shall be similarly construed.

Intellectual Property Rights means all intellectual property rights, including:

- (a) patents, plant breeders rights, copyright, rights in circuit layouts, registered designs, trade marks, know how and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

Parties mean the parties to this Deed, and **Party** means any party to this Deed.

Project Technology means all Project Technology (as that term is defined in the Collaborative Research and Development Agreement) resulting from Project 3 (carried out under the Collaborative Research and Development Agreement) which is directly related to the Catalyst Patent.

1.2 Interpretation

The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- (a) A recital, schedule, or annexure forms part of this Deed.
- (b) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (c) Headings are for convenience only, and do not affect interpretation.
- (d) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a Party to this Deed or to any other document or agreement includes a permitted substitute or a permitted assign of that Party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (e) A singular word includes the plural, and vice versa.
- (f) If a word is defined, another part of speech has a corresponding meaning.
- (g) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (h) No provision of this document will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this document or that provision.

2. Assignment of the Catalyst Technology

2.1 Catalyst Patents

- (a) On and from the Effective Date, CSIRO assigns to the University, and the University accepts the assignment from CSIRO, of all CSIRO's right, title and interest in and to the Catalyst Patents.
- (b) On and from the Effective Date, the University shall be solely responsible for all costs related to the Catalyst Patents, including (without limitation) the costs of responding to any actions required by the United States Patent and Trademark Office, and the costs of meeting any particular requirements of recording the assignment in any jurisdiction.
- (c) On and from the Effective Date, CSIRO must provide reasonable assistance as may be reasonably requested by the University (at the University's cost), in relation to preparing, filing, prosecuting, issuing and maintaining any Catalyst Patents. The University will be responsible for the costs of such assistance.

2.2 Project Technology

On and from the Effective Date, CSIRO assigns to the University, and the University accepts the assignment from CSIRO, of all of CSIRO's right, title and interest in and to the Intellectual Property subsisting in the Project Technology.

2.3 CSIRO research rights

Effective on the Effective Date, the University hereby grants to CSIRO a non-exclusive, royalty-free, perpetual and irrevocable licence to use the Catalyst Technology for internal research purposes only and at CSIRO's risk.

2.4 Future Exploitation

- (a) For the avoidance of doubt and effective on the Effective Date, the University is solely responsible for the Exploitation of the Catalyst Technology.
- (b) CSIRO acknowledges that it has no rights to exploit the Catalyst Technology (or any part of it). If CSIRO wants to exploit the Catalyst Technology it must first obtain a licence from the Assignee. For the avoidance of doubt, this clause 2.4(b) does not prevent CSIRO from carrying out research in the same field as the Catalyst Technology provided CSIRO does not Exploit the Catalyst Technology without a licence from the Assignee.

3. Disclaimer

- (a) CSIRO has not made any and excludes all warranties, terms, conditions or undertakings, whether express or implied, written or oral, statutory or otherwise including any implied warranty of merchantability or of fitness for a particular purpose in respect of the Catalyst Technology. To the full extent permitted by law, all conditions or warranties imposed by such legislation are excluded.
- (b) To the full extent permitted by law, CSIRO will not be liable for any special, indirect or consequential damages arising under or pursuant to this Deed.
- (c) CSIRO has not made and does not by entering into this document make any representation or warranty, express or implied:
 - (i) as to the utility of the Catalyst Technology;
 - (ii) as to the prospects of the successful Exploitation of the Catalyst Technology; or
 - (iii) that the use or Exploitation of the Catalyst Technology will not infringe the Intellectual Property Rights or any other rights of any person.
- (d) The University uses and Exploits the Catalyst Technology at its own risk.

4. GST

- (a) if GST is imposed on a Supply made under or in connection with this Deed, then, to the extent that:
 - (i) the consideration for that Supply is not already stated to include an amount in respect of GST; or
 - (ii) the amount of GST stated to be included in the consideration is less than the amount of GST liability actually incurred by the Supplier in respect of that Supply,

the Supplier of the Supply may increase the consideration by the applicable amount of GST and the Recipient must pay that increased amount at the same time and in the same manner as any part of the consideration is payable to the Supplier in respect of the Supply.

- (b) Where any expenses incurred by a Supplier are to be reimbursed by the Recipient under this Deed, the reimbursable amount shall be determined as follows:
 - (i) first, any amount which the Supplier is entitled to claim as an Input Tax Credit shall be deducted from the cost to the Supplier of the expense item to arrive at an "Actual Cost"; and
 - (ii) second, the Actual Cost shall be increased by and to the extent of an amount of GST payable by the Supplier in respect of the Supply to the Recipient for which the expense item is consideration.
 - (c) If the GST payable by the Supplier on a Taxable Supply is varied pursuant to any change in legislation, the consideration payable under this Deed must be increased or decreased to reflect that variation of the GST.
 - (d) The Recipient is not required to pay any amount of GST to the Supplier unless the Supplier has provided a Tax Invoice to the Recipient.
 - (e) For the purposes of this clause 4, **Input Tax Credit, Recipient, Supplier, Supply, Tax Invoice and Taxable Supply** have the meanings attributed to those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
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5. Notices

All notices, requests or consents hereunder shall be in writing and shall be sent by postage prepaid or sent by fax (provided the machine from which it is sent produces a confirmation report that states that it was sent in full), or sent by email confirmed in writing, to each Party at its offices first mentioned above or at such other address as it has furnished in writing to the other Party. All notices, requests or consents shall be deemed to have been given on the day sent by fax (provided confirmation report states that it was sent in full) or email (provided a confirmation is received), or in the case of a letter, 5 days after being deposited in the post.

6. General

This Deed shall be deemed to be entered into in the State of New South Wales, Australia, and shall be governed by and interpreted in accordance with the laws in force in the State of New South Wales, Australia, and the Parties submit to the exclusive jurisdiction of the courts of the State of New South Wales, Australia.

6.1 Costs

Each Party shall bear its own costs (including legal costs) incurred in connection with the preparation and execution of this Deed and any other document or instrument required to be executed to complete this Deed.

6.2 Entire agreement and giving effect to this Deed

- (a) This Deed constitutes the entire contract between the Parties in relation to its subject matter. All prior or contemporaneous agreements, proposals, understandings and communications between or involving the Parties, whether oral or written, in relation to the matters described in this Deed are superseded by this Deed.
 - (b) Each Party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other Party may reasonably require to give full effect to this Deed.
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6.3 Exclusion of agency, partnership and joint venture

Nothing in this Deed is to be treated as creating a partnership or joint venture between the Parties under the laws of any applicable jurisdiction and no Party may act or has any authority to act as agent of or in any way bind or commit the other Party to any obligation.

6.4 Severability

Any part, term or provision of this Deed, which is determined to be invalid or unenforceable shall be severed hence from and the remaining parts, terms and provisions shall remain in full force and effect.

6.5 No waiver

- (a) No waiver by a Party of any condition, part, term or provision of this Deed shall be construed as a waiver of any other condition, part, term or provision of this Deed, nor will such waiver be construed as a waiver of such condition, part, term or provision in respect of any future event or circumstance.
- (b) Any failure by a Party to compel performance by the other Party of any condition, part, term or provision of this Deed will not constitute a waiver of that condition, part, term or provision of this Deed, nor will it affect or impair the right to enforce any rights or obligations under that condition, part, term or provision of this Deed at a later time or to pursue remedies for any breach of that condition, part, term or provision of this Deed.

6.6 Consents

Where this Deed contemplates that a Party may agree or consent to something (however it is described), the Party may:

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions.,

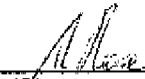
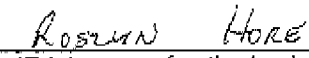
unless this Deed expressly contemplates otherwise.

6.7 Non-merger

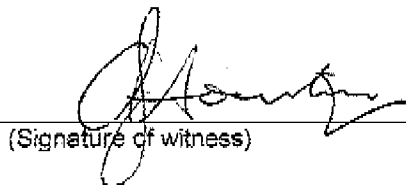
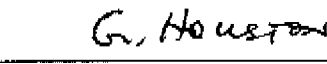
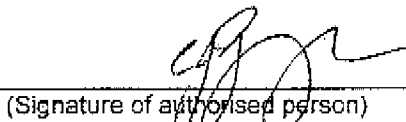
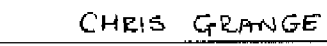

The warranties, covenants and agreements of the Parties herein shall remain in full force notwithstanding the completion of this Deed and shall not merge on completion.

6.8 Counterparts

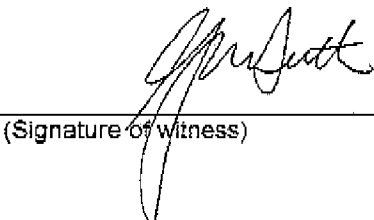
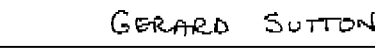
This Deed may be executed in counterparts.

Execution**Executed as a Deed****Signed, sealed and delivered for and on behalf
of Commonwealth Scientific and Industrial
Research Organisation by:**
(Signature of authorised person)
(Print name of authorised person)
(insert date)

in the presence of:


(Signature of witness)
(Print name of witness)**Signed, sealed and delivered for and on behalf
of University of Wollongong by:**
(Signature of authorised person)
(Print name of authorised person)
(insert date)

in the presence of:


(Signature of witness)
(Print name of witness)

Schedule 1 – Catalyst Patents

Title	Parent filing number	Related Patent applications
Novel catalysts and processes for their preparation	WO2003068392	AU2003202623 US2005164297