

Service Terms

These terms and conditions (“Terms”) apply to all services provided by Murdoch University (Murdoch) to a client (“Services”) and conducted at Murdoch University’s Marine and Freshwater Research Laboratory (MAFRL).

PROVISION OF SERVICES

In consideration for the performance of the Services, the client will pay the full fee as listed on the invoice (“Fee”).

The client will pay the Fee to Murdoch, and any applicable GST relating to the Services. The invoiced amount within the timeframe stated on the Tax Invoice. Payment is to be made by cheque or by direct debit to the account nominated on the Tax Invoice.

INTELLECTUAL PROPERTY

Intellectual Property (“IP”) refers to the results of creative effort that are protected by law and includes copyright, patents, designs, rights in respect of inventions and trade secrets.

Each party will retain as its exclusive property any IP that it has contributed to the Services and was created or acquired by that party either prior to the date of commencement of provision of the Services or independently of the conduct of the Services (“Background IP”).

Unless otherwise agreed in writing, and subject to the client paying the Fee in full, the client will own the IP created, resulting from or arising in the course of carrying out the Services.

CONFIDENTIALITY

Each party acknowledges the confidentiality of the other party’s confidential information. Neither party will gain a right or interest in the other party’s confidential information, other than for the purposes contemplated by these Terms. Each party must keep all of the other party’s confidential information confidential, and only use it for the purposes of fulfilling its obligations under these Terms. This obligation will not apply to information which: (a) was in the public domain when it was provided to a party, or later enters the public domain, through no fault of the party; or (b) the party is obliged by law to disclose, provided that it has first advised the other party of this obligation.

PUBLICATIONS

Murdoch and/or MAFRL may publish information relating to the Services in academic publications with the client’s consent, which the client must not withhold unreasonably.

The client must not use the name “Murdoch”, “MAFRL” or the name of any department, employee or contractor of Murdoch University in any promotional material without the prior written approval of Murdoch. Where relevant, the client must ensure that its customers comply with this requirement.

TERMINATION

If a party commits any breach of these Terms and fails to reasonably remedy such breach within 14 days of receipt of written notice of that breach from the other party, the non-breaching party may terminate by sending notice of termination to the other party. Such termination shall be effective on the day of the receipt of such notice.

Termination will not affect the rights and obligations of a party accrued prior to the effective date of termination, and will be without prejudice to any other rights or remedies it may have with respect to any breach.

WARRANTIES / LIMITATION OF LIABILITY

To the extent permitted by law, (a) no party gives any warranty that the aims of the Services will be achieved; (b) no party gives any warranty in respect of the outcomes of the Services (including that such outcomes are accurate, patentable, valuable, reliable, safe, fit for any purpose or do not breach any third party’s IP rights); and (c) a party uses, transfers or licenses such outcomes at its own risk and indemnifies the other parties in respect of any loss or damage it incurs as a result of such use, transfer or licence.

Where any legislation implies any condition or warranty and that legislation does not allow the exclusion or modification of the (a) application of; or (b) liability under, such condition or warranty, such condition or warranty is deemed included. The application or effect of such condition or warranty is limited to the maximum extent permitted by such legislation or the Fee, whichever is lesser.

NON-EXCLUSIVITY

The client acknowledge that Murdoch is providing the Services on a non-exclusive basis and that Murdoch may provide services of the same or a similar nature as the Services to any other party, provided this does not breach the confidentiality provisions of these Terms.

GENERAL

No warranties, representations, guarantees or other terms or conditions of any kind whatsoever not contained or recorded in these Terms or in another agreement signed by the parties will be of any force or effect.

The relationship of the parties is that of independent contractors and nothing in these Terms will be construed so as to constitute one party a partner, agent or representative of the other, or to create any partnership or trust for any purpose whatsoever.

These Terms are governed by and will be interpreted in accordance with the laws of Western Australia. Each party submits to the non exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms or the Services.