



Australian Government

Department of the Environment and Energy

COMMONWEALTH OF AUSTRALIA

as represented by the

DEPARTMENT OF THE ENVIRONMENT AND ENERGY

REQUEST FOR EXPRESSIONS OF INTEREST

Commercialisation of Curiosity[®] bait for feral cats

1 SUMMARY

This Request for Expressions of Interest (“**REOI**”) is for obtaining an exclusive licence to manufacture, market, distribute, supply and sell the Curiosity® bait for feral cats.

The Commonwealth as represented by the Department of the Environment and Energy (the “**Department**”) invites Responses from suitably experienced and skilled entities as described in this REOI. In submitting a response, Respondents are required to comply with all requirements set out in this REOI and, if successful, agree to negotiate a Commercialisation Agreement.

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3 OVERVIEW

3.1 Department of the Environment and Energy

The Australian Government Department of the Environment and Energy designs and implements Australian Government policy and programs to protect and conserve the environment, water and heritage, promote climate action, and provide adequate, reliable and affordable energy. This includes taking steps to protect the environment and conserve biodiversity within the framework of the *Environment Protection and Biodiversity Conservation Act 1999*.

Predation by feral cats has been identified under the *Environment Protection and Biodiversity Conservation Act 1999* as a key threatening process to threatened species. One element of threat abatement work in response to the listing of this key threatening process has been the development of a broad-scale bait for feral cats – the Curiosity[®] bait for feral cats.

More information on the Department's response to feral cats can be found on the website: www.environment.gov.au/biodiversity/invasive-species/feral-animals-australia/feral-cats.

3.2 Other Parties

The Curiosity bait for feral cats was developed as a collaboration between the Department, Victorian Government Department of Environment, Land, Water and Planning (Arthur Rylah Institute for Environmental Research), Western Australian Government Department of Biodiversity, Conservation and Attractions (“**WA Department**”), and Scientec Research Pty Ltd (“**Scientec**”). Scientec is a company providing contract research and development services specifically in relation to controlled release delivery technologies. While this Request for Expressions of Interest is issued by the Department, full support has been given by all Parties for the commercialisation arrangements.

3.3 Curiosity bait for feral cats

Description

The Curiosity bait for feral cats is a small, meat-based sausage containing a small hard plastic pellet (or hard shell delivery vehicle) encapsulating a humane toxin (para-aminopropiophenone, or PAPP). The use of a hard plastic pellet to deliver the toxin makes the Curiosity bait relatively specific to cats. Testing has proven that most native animals will reliably reject the hard plastic pellet, and hence not be poisoned when eating the sausage. However, feral cats will reliably eat both the sausage and the pellet. The pellet is a controlled release drug delivery formulation designed to dissolve within the stomach of the cat and deliver the toxin.



FIGURE 1 Bait and hard shell delivery vehicle; open bait with hard shell delivery vehicle; size of the hard shell delivery vehicle.

To ensure that Curiosity baits will be effective in reducing feral cat numbers in the field, various tests – including laboratory, cage trials and field trials in different parts of Australia – have been

conducted. The final bait composition has achieved efficiency rates (reduction in feral cat numbers) of up to 80 per cent in ideal field conditions. These optimal conditions have been specified for the bait packaging to maximise outcomes for land managers using the baits.

Sales of the Curiosity® bait will be restricted due to the product being classified as a schedule 7 toxin under the Poisons Standard. This means that Curiosity baits can only be supplied to, and used by, appropriately trained and authorised persons. For example, in Victoria this will require a person to hold an Agricultural Chemical User Permit. Vertebrate pest managers are familiar with the system as it is implemented for the toxin 1080.

The target specificity of Curiosity baits is designed to enable them to be used in southern and central Australia where some native species could be poisoned by more conventional baits. The Curiosity bait label is expected to specify conditions under which baits may be laid.

The bait design is such that it is intended for broad-scale, aerial delivery.

Product detail

The Curiosity bait for feral cats comprises an extruded skinless sausage of approximately 20 g dried weight and 80 mm length x 25 mm diameter. The bait matrix predominantly comprises kangaroo meat and chicken fat and is buffered to a neutral pH. The bait matrix is very similar to the Eradicat® bait used as an aid in the control of feral cats in Western Australia, which also has proven field efficacy.

Each bait contains one 6x10 mm pellet or hard shell delivery vehicle that provides specificity for the target pest species and contains 78 mg of PAPP. The PAPP is reformulated from an imported product to a matrix including Rhodamine B marker dye for monitoring purposes. The pellet is placed inside the sausage towards one end.

The bait is manufactured in two distinct parts — the pellet and the bait matrix — that are combined prior to deployment.

The bait achieves target species specificity a result of the selectivity of the toxicant and the conformation of the pellet.

Toxicant detail

In brief, the toxicant, PAPP, converts the animal's red blood cells to a form that cannot carry oxygen, causing death through oxygen starvation to the brain and other vital organs. It is considered to be humane and death takes minutes to hours.

4 KEY DATES AND TIMES

The table below sets out an indicative timetable for this REOI. The Department may vary the timeframes:

Event	Details
Industry Briefing:	No Industry Briefing will be held. Potential Respondents may request a briefing from Departmental Officers to discuss this REOI. The Department may conduct this briefing in person at

	the potential Respondent's premises, via a videoconference, or teleconference.
REOI Closing Date:	Wednesday 5 December 2018.
REOI Closing Time:	17:00 ACT local time
Question Closing Date and Time:	Questions will be permitted up until 17:00 Wednesday 28 November 2018.
Expected Commercialisation Agreement Execution Date:	The date of execution will be negotiated. This is anticipated to be no sooner than the date of registration of the Curiosity bait for feral cats given by the Australian Pesticides and Veterinary Medicines Authority.
Commercialisation Agreement Term:	The Commercialisation Agreement will remain in force for a period of 10 years from the date it is entered into.
Commercialisation Agreement Extension Option:	The Commercialisation Agreement will include the following extension option(s): two options of 5 years each.

5 MANDATORY CONDITIONS FOR PARTICIPATION

The Department will exclude from consideration any Response that does not meet the following Mandatory Conditions for Participation:

- Ability to meet Commonwealth, state and territory legislative requirements, including occupational health and safety requirements, for a restricted chemical product listed as a schedule 7 dangerous poison in the Poisons Standard (including requirements under the *Therapeutic Goods Act 1989* and *Therapeutic Goods Regulations 1990*).
- Any proposed sub-contractors meet the above requirements, as necessary (for example, where the sub-contractors may be handling the restricted chemical product).

6 THE REQUIREMENT

Background

The Department is seeking to select a Commercialisation Entity to manufacture, market, distribute, supply and sell to the Australian market the Curiosity bait for feral cats. The Department is offering this opportunity as an exclusive, worldwide, non-transferable Licence for ten years, with two extension options of five years each, to commercialise the Curiosity Technology.

The opportunity to enter into the Commercialisation Agreement may suit an entity with experience in manufacturing vertebrate pest baits and/or veterinary pharmaceuticals, biologicals formulating, and/or controlled release delivery technologies.

The Curiosity bait for feral cats has been developed to provide a tool to control feral cats in Australia to a degree that allows the recovery of many of the species threatened with predation by feral cats.

Parties

Three parties — the Department, the WA Department and Scientec — own intellectual property rights necessary for the Curiosity bait to be manufactured and sold. However, this Request for

Expressions of Interest and the Commercialisation Agreement will be negotiated as a bundled intellectual property package between these three parties and the successful Respondent.

Requirements for commercialisation

The Department wants to ensure the Respondent has the capacity (including technical and financial capacity) to commercialise the Curiosity bait for feral cats. Specifically, the Department would like to understand the Respondent's capacity to undertake the following performance obligations:

- (a) take necessary steps to commence manufacturing, marketing, distribution, supply and sale of the Curiosity baits within timeframes proposed by the Respondent and agreed by the Department. Ideally, the Department is seeking a Commercialisation Entity that can commence manufacturing within 12 months of the Curiosity bait being registered with Australian Pesticides and Veterinary Medicines Authority;
- (b) achieve first commercial sale of Curiosity baits within a timeframe proposed by the Respondent and agreed by the Department (noting that this may not be able to be absolutely guaranteed due to factors outside the Commercial Entity's control);
- (c) reach full market capacity production of Curiosity baits within a timeframe proposed by the Respondent and agreed by the Department (e.g. capacity to manufacture one million Curiosity baits per annum within two years after the commencement of manufacturing);
- (d) have the Curiosity bait on sale throughout the term of the licence (once commenced);
- (e) purpose build machinery to produce hard shell delivery vehicles (pellets) encapsulating the PAPP toxin or to subcontract the manufacture of the hard shell delivery vehicles;
- (f) purpose build, acquire or lease machinery to produce the attractant (chipolata-style sausage bait) into which the hard shell delivery vehicle (encapsulating the PAPP toxin) is loaded, or to subcontract the manufacture of the attractant;
- (g) purpose build, acquire or lease machinery for the assembly of the hard shell delivery vehicle and attractants to form the Curiosity bait, or to subcontract the assembly of the Curiosity bait;
- (h) establish quality assurance and control processes for the production of the hard shell delivery vehicle, the attractants and the assembled bait (noting that Scientec has developed processes that the Commercialisation Entity may wish to adopt);
- (i) establish appropriate storage facilities for the bait attractant and hard shell delivery vehicle to ensure maximum longevity of the Curiosity bait components;
- (j) establish or arrange the subcontracting of a distribution and supply system; and
- (k) establish and implement effective record keeping processes in order to provide reports and other information to the Department to enable performance compliance monitoring.

The above points may be included in the Commercialisation Agreement as performance obligations.

The Department would also like to receive information on:

- Any previous experience of the Respondent in manufacturing vertebrate pest baits, veterinary pharmaceutical and/or biologicals formulating, and/or controlled release delivery technologies.

- What elements, if any, of manufacture, storage, distribution etc are proposed to be sub-contracted, and details (including legal) of the proposed sub-contractors and their experience.
- An outline of the infrastructure proposed by the Respondent and/or its proposed subcontractors to support the manufacturing of attractants and hard shell delivery vehicles for Curiosity bait for feral cats.
- An outline of potential pricing structures (GST inclusive) to demonstrate an ability to make Curiosity bait for feral cats an affordable solution for consumers.

Transfer of technical knowledge

The Commercialisation Entity will have access to technical knowledge, held by Scientec, and reasonably required by the Commercialisation Entity in order to commercialise the Curiosity Technology as contemplated by the Commercialisation Agreement. Scientec's technical knowledge relates to:

- (i) the design of the apparatus for preparation of the Curiosity hard shell delivery vehicle (“HSDV”) formulation;
- (ii) the Curiosity formulation *per se*;
- (iii) the manner of manufacture of the Curiosity HSDV; and
- (iv) potential future opportunities in relation to the HSDV technologies.

Scientec and the Commercialisation Entity will cooperate with one another to agree the details of the information, documentation and assistance that is to be provided, and the timing for that provision.

In return, Scientec will require, subject to negotiation, financial arrangements inclusive of:

- (a) a payment by the Commercialisation Entity of a one off upfront licence payment;
- (b) a minimum annual royalty/performance payment; and
- (c) for the initial three years of the term of the Commercialisation Agreement, a minimum annual technology transfer fee.

Patents and trade mark to be licensed

The Commercialisation Entity will have rights under the Commercialisation Agreement to use the relevant Intellectual Property of the Parties. This includes:

- a) the patent in the name of the Department in respect of the composition of the hard shell delivery vehicle and its use as a means of controlling pest animals, which has been granted in Australia and New Zealand;
- b) the patent in the name of the WA Department in respect of the composition of the attractant, which has been granted in Australia;
- c) any Intellectual Property Rights in:
 - i. any semi-automated or automated apparatus for insertion of the hard shell delivery vehicle containing PAPP into the bait, which is owned by the Department; and
 - ii. technical information and know-how in respect of the formulating and manufacture of the hard shell delivery vehicle, which is in the possession and knowledge of and owned by Scientec; and

- d) any additional Intellectual Property Rights that the Department, the WA Department or Scientec expressly makes available to the Commercialisation Entity for use under the terms of the Commercialisation Agreement.

See Clause 9 of the REOI for patent details.

The Department is also offering the use of the Curiosity trade mark, which is registered in Australia, under an exclusive, worldwide, non-transferable licence. Use of the Curiosity trade mark will be subject to further conditions relating to branding, which will be specified in the Commercialisation Agreement.

Proposed terms of Commercialisation Agreement

A summary of the proposed terms of the Commercialisation Agreement is set out in Annex 2. Respondents are required to provide a statement of compliance with the proposed terms as part of their Responses.

Commercialisation milestones, the commercial terms of the technical transfer arrangements with Scientec and details of whether the Commercialisation Entity will use the Curiosity trade mark or other branding for its baits, will be incorporated into the Commercialisation Agreement based on the successful Respondent's Response.

Response assessment

The following evaluation criteria will be used by the Department to assess Responses. In respect of each of them:

- Requirements described as 'Highly Desirable' are considered very important.
- Requirements described as 'Desirable' are considered important but they are not rated as Highly Desirable.
- Requirements described as 'Beneficial' are considered to be of value, but they are not rated as Highly Desirable or Desirable.

It is expected that Respondents will address these requirements in detail, ensuring that all claims are substantiated. Failure to be able to comply with 'Highly Desirable' or 'Desirable' requirements and/or to satisfactorily address 'Beneficial' requirements in the Respondent's Response may result in the Response attracting a lower score.

Service Delivery

- Proposed approach to adopting the new technology to manufacture hard shell delivery vehicles for the Curiosity baits (Highly Desirable)
- Proposed approach to attractant manufacture for the Curiosity baits (Highly Desirable)
- Proposed approach for quality assurance and control during manufacture (Highly Desirable)
- Proposed approach to storage of the manufactured hard shell delivery vehicle, attractant and completed bait (Highly Desirable)
- Proposed market distribution model (Highly Desirable)
- Estimated time to deliver baits to the market place, both initially in small volumes and as a full-scale operation (Desirable)

Experience

- Experience in vertebrate pest bait manufacturing, veterinary pharmaceuticals and/or biologicals formulating, and/or experience in controlled release technologies, or alternative relevant experience (Beneficial)
- Proposal for and ability to buy in or acquire required expertise that the Respondent does not currently have itself (Highly Desirable)
- Management capability, expertise and experience of key and specified personnel (Desirable)
- Expertise and experience of nominated subcontractors (Beneficial)
- Demonstrated understanding of the vertebrate pest industry or ability to obtain an understanding (Beneficial)
- Poisons/dangerous chemicals handling experience in relation to Schedule 7 dangerous poison or other chemicals where safe handling is paramount (Desirable)

Commercial arrangements

- Agreement to proposed terms for technology transfer or alternative proposal (Highly Desirable)
- Proposed pricing model (Desirable)

Company details

- The Respondent holding an Australian ABN, ACN or ARBN, or the equivalent in the country of manufacture, if they exist. Note that an Australian ABN may be required to trade in Australia (Highly Desirable)
- The financial capacity of the Respondent to buy new plant/equipment etc. (Desirable)
- The Respondent's financial standing including demonstrating its ability to remain financially viable over the Commercialisation Agreement term (Highly Desirable)
- Proof of appropriate insurances or the ability to obtain such insurances (or capacity to self insure) should a Commercialisation Agreement be entered into, and willingness and capacity to indemnify the Department, the WA Department and Scientec as the other Parties to the Commercialisation Agreement (Highly Desirable)
- An absence of other risks associated with the Respondent or its Response (Highly Desirable).

Compliance with proposed commercialisation terms

- Compliance with summary of proposed terms of Commercialisation Agreement (Highly Desirable)

Consortiums or Joint Expressions of Interest

The Department will consider Responses for only part of the commercialisation less favourably. Any part Responses should contain a recommendation for addressing the other part.

The Department will consider consortium responses. In this situation the Response from the consortium of companies should propose to enter into the Commercialisation Agreement through a single legal entity, provide details for all members of the consortium, and provide one single point of contact for its consortium.

Joint Responses where there is not a single legal entity for entry into the Commercialisation Agreement will not be accepted.

Further Information

Further information, not essential to the Requirement but provided for information to potential Respondents, is at Annex 1.

A summary of the proposed Commercialisation Agreement terms is at Annex 2.

7 QUESTIONS AND UPDATES

Any questions relating to this REOI must be directed to the Department's Contact Officer at Clause 16.

Updates to this REOI will be distributed via email.

8 LODGEMENT METHOD

Email

Responses must be lodged via email to **invasivespecies@environment.gov.au** quoting reference 'Curiosity REOI' by the Closing Time.

Response File Format, Naming Convention and Size

The Department will accept Responses lodged in the following formats:

- Word Doc (.docx)
- Rich Text Format (.rft)
- Excel Workbook (.xlsx)
- PDF (.pdf)

The Response file name/s should:

- a) incorporate the Respondent's full legal name; and
- b) reflect the various parts of the Response they represent (where the Response comprises multiple files).

Response files must not exceed a combined file size of 10 megabytes per email (due to limitations set by the Department's email system). If necessary, send multiple emails.

Responses must be completely self-contained, subject to the need to send multiple emails (that is, self contained to the emails sent).

9 DEPARTMENT, WA DEPARTMENT, AND SCIENTEC MATERIAL

The technology for the Curiosity bait for feral cats is protected through patents on the bait attractant composition and the combination of the bait attractant with the hard shell delivery vehicles within the Curiosity bait product. The patents are:

- AU2001013682. Title: Bait composition. Applicant: Executive Director Department of Conservation and Land Management, Government of Western Australia.
- AU2009202778. Title: Improved baiting method and composition. Applicant: Commonwealth of Australia as represented by and acting through the Department of the

Environment, Water, Heritage and the Arts (nb. now the Department of the Environment and Energy).

A patent over the hard shell delivery vehicles in the name of Scientec has recently expired, but Scientec continues to have relevant know-how that can be made available through the technical knowledge transfer arrangements described in Clause 6.

Potential Respondents are responsible for obtaining details for each patent and considering it in framing their Response.

A patent for the Curiosity bait product (also entitled Improved baiting method and composition) has also been obtained in New Zealand.

Under the Commercialisation Agreement, the patents will be maintained by the owner of the particular patent.

10 SUB-CONTRACTING AND SUB-LICENSING

In the event of any proposed sub-contracting, including sub-licensing, the Commercialisation Entity will remain responsible for all acts and omissions of the sub-licensee in the course of exercising its sub-licence rights as if those acts and omissions were acts of the Commercialisation Entity itself.

Following the signing of the Commercialisation Agreement, the Commercialisation Entity will not be allowed to grant sub-licences under its licence of the Curiosity intellectual property except with the prior written consent of the licensors.

11 STANDARDS

The Respondents must ensure that all stages in commercialisation, including sales, comply with all applicable Australian standards (or in its absence an international standard), including any requirements or standards specified in the Requirement.

Respondents should note that the Commercialisation Entity may be required to enable the Department, the WA Department, Scientec or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards.

12 MILESTONES

To demonstrate progress towards achievement of the Requirement, the Commercialisation Entity will be required to meet milestones that will be included in the Commercialisation Agreement.

13 REQUIREMENT TO COMPLY WITH LAW

The law applying in the Australian Capital Territory applies to this REOI and to the REOI Process. Each Respondent should ensure that it has complied with all relevant laws in preparing and lodging its Response and taking part in the REOI Process.

Respondents should obtain, and will be deemed to have obtained, their own advice on the impact of relevant laws on their participation in this REOI Process and the requirements under any resulting Commercialisation Agreement.

14 FACILITIES AND ASSISTANCE OFFERED BY THE DEPARTMENT

The Department will not make any Commonwealth facilities or assistance available to the Commercialisation Entity unless specified in the Commercialisation Agreement.

15 COMPLAINTS HANDLING

Any complaints relating to this Request for Expressions of Interest should be referred to:

Name/Position: Procurement Manager
Email Address: Procurement.helpdesk@environment.gov.au
Telephone: 02 6275 9600

16 DEPARTMENT'S CONTACT OFFICER

For all matters relating to this REOI, the Contact Officer is:

Name/Position: Julie Quinn, Assistant Director, Environmental Biosecurity Section
Email Address: Julie.quinn@environment.gov.au
Telephone: 02 6274 1294

Note: Question Closing Date and Time is set out at Clause 5 Key Dates and Times.

17 LIABILITY

No Respondent or potential Respondent may make any claims, and none of the Department, the WA Department or Scientec will be liable to a Respondent or potential Respondent (including without limitation on the basis of any promissory estoppel, quantum meruit or on any other contractual or restitutionary ground or any rights with a similar legal or equitable basis whatsoever or in negligence) for any loss, damage or expense, in relation to the conduct of the REOI Process (including the negotiation of a Commercialisation Agreement), including without limitation in connection with:

- a) any costs, expenses or loss that may be incurred by the REOI Respondent or REOI Recipient in the preparation of a response to the REOI or otherwise in connection with the REOI Process;
- b) any error or omission in the REOI or any other information provided to or received by the REOI Respondent or REOI Recipient from any person in connection with the REOI Process;
- c) a Respondent not being selected;
- d) the Department, the WA Department or Scientec deciding not to enter into a Commercialisation Agreement with the Respondent;
- e) the Department exercising or failing to exercise any of its rights under or in relation to this REOI (whether or not the Department has informed a Respondent of its exercise of the rights); or
- f) the statements, opinions, projections, forecasts or other representations, actual or implied, contained in or omitted from this REOI or by reason of any reliance on them by the Respondent or any other person or body.

18 REOI TERMS

18.1 Background and application of these terms

Some terms used in this document have been given a special meaning. Their meanings are set out in the Glossary in Clause 19 of this REOI.

Each Respondent and each person who participates in the REOI Process (for example, by submitting a question to the Department regarding this REOI) is deemed to have accepted the terms, conditions and requirements of this REOI.

The conditions contained in this REOI apply to:

- a) this REOI and any other information given, received or made available in connection with this REOI, including any amendments, addenda, clarifications or other additional materials;
- b) the REOI Process; and
- c) any communications (including any briefings, presentations, meetings or negotiations) relating to this REOI or the REOI Process.

This REOI is not business, investment, legal or tax advice. Respondents should seek their own independent professional advice in respect of all matters in connection with this REOI.

18.2 Additional rights of the Department

Without limiting other rights contained in this REOI, the Department may do any or all of the following at any time:

- a) The Department may amend, add to or clarify any aspect of this REOI, prior to the Closing Time by issuing a formal amendment to the REOI by email. Such amendments, addenda or clarifications will be issued simultaneously to all potential Respondents, as far as practicable.
- b) The Department, may seek amended Responses or call for new Responses, short list Respondents, suspend or discontinue this REOI, decline to accept any Response, cease negotiations with a selected Respondent, decline to enter into any Commercialisation Agreement, or satisfy its requirement separately from this REOI.
- c) The Department may before final selection (with or without short listing) enter into negotiations with one or more Respondents (including but not limited to parallel negotiations with more than one Respondent).
- d) Disqualify any Respondent or potential Respondent from the REOI Process if the entity has failed to comply with any of the conditions of this REOI.
- e) Allow or not allow another legal entity to take over a Response in substitution for the original Respondent, including where an event occurs that has the effect of substantially altering the composition or control of the Respondent or the business of the Respondent.

Disclosure to Respondents of any information concerning this REOI Process is at the complete discretion of the Department unless expressly provided otherwise in this REOI.

18.3 Inconsistencies

If there is inconsistency between any parts of this REOI, the following order of precedence shall apply:

- a) REOI – Terms
- b) REOI – The Requirement
- c) Annex 2

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

Nothing contained in the REOI will take precedence over, or otherwise affect, the final agreed terms of any Commercialisation Agreement entered into by a Respondent as a result of the REOI Process.

18.4 Lodging a Response

By lodging a Response, Respondents agree:

- a) that the Response will remain open for acceptance for sixty (60) working days from the Closing Time; and
- b) to negotiate in good faith the Commercialisation Agreement.

The Response must be lodged as set out in Clause 8 [*Lodgement method*].

Respondents may submit a Response using the *Response to REOI* form provided (with all details in English and money quoted in Australian currency).

Respondents and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other potential Respondent or person, or offer any unlawful inducements in relation to their Response or the REOI Process.

Respondents must not seek or obtain the assistance of employees, contractors or agents of the Department, the WA Department, Scientec or the Australian or Western Australian Governments in the preparation of their Responses.

The Department may at its discretion extend the Closing Time and, if it does so, the extension will apply equally to all Respondents. The Department will not consider any Responses received after the Closing Time unless the Response is late as a consequence of the Department's mishandling.

The Department may decline to consider a Response in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

The Department may, at any time prior to execution of a Commercialisation Agreement, seek clarification or additional information from, and enter into discussion and negotiations with, any or all Respondents in relation to their Responses.

If a Respondent identifies an error in their Response (excluding clerical errors which would have no bearing on the evaluation), they must promptly notify the Department. The Department reserves the right to disregard any correction, including where it materially changes any part of the Respondent's Response.

Respondents must notify the Department immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person

would think that the person's judgement and/or actions may be compromised) and comply with any reasonable directions given by the Department in relation to that conflict of interest. As soon as practicable, any verbal advice should be followed by written confirmation.

18.5 Evaluation

The Department will evaluate Responses to determine the best outcome for the Department, the WA Department and Scientec.

The Department will exclude from consideration any Response that does not meet the Mandatory Conditions for Participation.

The criteria for evaluation are laid out in the Requirements.

If requested by the Department, the Respondent must be able to demonstrate its ability to remain viable over the Commercialisation Agreement term and must promptly provide the Department with such information or documentation as the Department reasonably requires.

If, in the opinion of the Department, a Response is unclear in any respect or does not contain sufficient information to enable the Department to evaluate any part of it, the Department may seek clarification from the Respondent. Where the Department requests further information from of clarification by a Respondent, that Respondent must provide the additional information or clarification in a timely manner and within any timeframe specified by the Department.

The Department is under no obligation to seek clarification of Responses. The Department reserves the right to disregard any clarification, including where it materially changes any part of the Respondent's Response.

The Department will notify unsuccessful Respondents of the final decision and, if requested, will debrief Respondents follow the signing of the Commercialisation Agreement.

18.6 Entry into Commercialisation Agreement

No legal relationship in relation to the REOI Process or commercialisation of the Curiosity feral cat bait will exist between the Department, the WA Department and/or Scientec on the one hand and any Respondent on the other hand until such time as a binding contract is executed by all parties.

After the Closing Time, the Department may enter into negotiations with any one or more Respondents, including parallel negotiations, or may select a Respondent as preferred Respondent, but entering into negotiations with a Respondent or selection as a preferred Respondent:

- a) does not affect or limit the Department's rights or the Respondent's obligations under this REOI; and
- b) is not a representation that any resultant agreement will be entered into between the Department, the WA Department and Scientec and that Respondent,

and the Department, the WA Department and Scientec may recommence or commence negotiations under this REOI with any other Respondent whether or not the Department, the WA Department and Scientec have entered into negotiations with the Respondent or a Respondent has been selected as preferred Respondent.

Without limitation, during or prior to negotiations a Respondent may be asked to:

- a) clarify, improve or consolidate any of the technical, commercial, legal, financial and operational aspects of their Responses; or
- b) enter into an agreement with the Department, the WA Department and Scientec relating to the terms of the detailed engagement negotiations with that Respondent.

18.7 Reporting Requirements

Respondents acknowledge that each of the Department and the WA Department is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliaments and their Committees.

Without limiting the Department's or the WA Department's right to disclose other information, the Department or the WA Department may publicly disclose the Commercialisation Entity's name, postal address and other non-confidential details about the Commercialisation Agreement.

The Department may disclose the names of any subcontractors engaged in respect of the Commercialisation Agreement. Respondents should also note the requirements of the *Freedom of Information Act 1982* (Cth).

18.8 Confidentiality of Respondent's Information

Respondents must identify in their Response any aspects of their Response or the proposed Commercialisation Agreement that they consider should be kept confidential, including reasons.

All Responses will be shared with the Department's advisors, the WA Department and Scientec and their respective advisors, for the purposes of evaluating Responses and other participating in the REOI Process.

The designation by a Respondent of any part of the proposed Commercialisation Agreement terms as confidential does not preclude the Department or the WA Department from disclosing those terms pursuant to their respective contract publication or disclosure policies or as otherwise required by laws. However, the Department and the WA Department will reasonably take into account the Respondent's views in determining whether or not there are grounds to redact certain information from any copy of the Commercialisation Agreement that is published or disclosed, or otherwise not disclose certain information regarding the Commercialisation Agreement.

18.9 Criminal Code

Respondents should be aware that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Respondent must ensure that any intended subcontractors identified in the Respondent's Response are aware of the information in this clause.

18.10 Public statements

Except with the prior written approval of the Department, Respondents should not make a statement, issue any document or material or provide any other information for publication in any media, concerning the REOI Process, including in relation to evaluation, the acceptance of any Response, commencement of negotiations, creation of a shortlist, or notification that a Respondent is the preferred Respondent.

The Department may exclude a Response from further consideration if the Respondent does not comply with this requirement.

18.11 Accuracy of this REOI

The Department, the WA Department and Scientec makes no representations, assurances or warranties that information in this REOI or any information communicated or provided to Respondents to the REOI process is, or will be, accurate, current or complete.

None of the Department, the WA Department and Scientec assumes any duty of care to any person in relation to, nor warrants the accuracy, adequacy, suitability or completeness of, the content of this REOI or any other information provided by or on behalf of the Department, the WA Department or Scientec in relation to the REOI Process.

If a Respondent finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this REOI or any other information provided by or on behalf of the Department, the WA Department or Scientec (other than minor clerical matters), the Respondent must immediately notify the Department in writing, so that there is fair opportunity for the Department to consider what corrective action is necessary (if any).

18.12 REOI costs

Respondents are responsible for all costs, expenses and liabilities they incur in connection with this REOI Process including without limitation attending any briefing and debriefing sessions, making clarification requests, preparing and lodging a Response, providing the Department with further information and clarification, making any site visits, giving any presentations and participating in any negotiations. The Department, the WA Department and Scientec will not be responsible for any costs, expenses or liabilities incurred by a Respondent in preparing and lodging a Response or otherwise in connection with this REOI.

19 GLOSSARY

“**APVMA**” means the Australian Pesticides and Veterinary Medicines Authority.

“**Closing Time**” means the closing time specified in Clause 5, as extended under Clause 18.4.

“**Commercialisation Agreement**” means the commercialisation agreement under which a person is granted a licence to manufacture, market, distribute, supply and sell the Curiosity bait for feral cats.

“**Commercialisation Entity**” means the person selected through the REOI Process to enter into the Commercialisation Agreement.

“**Curiosity Product**” means the Curiosity feral cat bait described in Clause 3.3 of this REOI.

“**Curiosity Technology**” means the Department's, WA Department's and Scientec's technology relating to the Curiosity Product and its manufacture, as described in the Requirement and Clause 9 of this REOI.

“**Department**” means the Commonwealth Department of the Environment and Energy.

“**Intellectual Property Rights**” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“Mandatory Conditions for Participation” means the conditions set out in Clause 5 of this REOI.

“Material” means any material brought into existence as part of, or for the purpose of the Commercialisation Agreement and includes but is not limited to documents, equipment, information or data stored by any means.

“Parties” means the Department, the WA Department and Scientec.

“REOI Process” means the process commenced by the issuing of this REOI and concluding upon formal signing of a Commercialisation Agreement or upon the termination of the process.

“Request for Expressions of Interest” or **“REOI”** means this request for expressions of interest.

“Requirement” means the description of the commercialisation opportunity described in the section with the heading “Requirement”.

“Respondent” means any entity which submits a response to the REOI.

“Response” means a response lodged in response to this Request for Expressions of Interest, which constitutes an offer to enter into a Commercialisation Agreement.

“Scientec” means Scientec Research Pty Ltd.

“WA Department” means the Western Australian Government Department of Biodiversity, Conservation and Attractions.

ANNEX 1 ADDITIONAL INFORMATION

A1.1 Australian Pesticides and Veterinary Medicines Authority registration

The Curiosity bait for feral cats is under assessment by the Australian Pesticides and Veterinary Medicines Authority (APVMA) for registration as an agricultural chemical product for vertebrate pest control. However, the Department cannot guarantee the timeframe for a decision on approval or guarantee that Curiosity will receive registration. The Commercialisation Agreement will not be signed until it is known whether registration has been granted.

Potential Commercialisation Entities should be aware that products registered with the APVMA are subject to an annual levy under the *Agricultural and Veterinary Chemical Products Levy Imposition (General) Act 1994* and *Agricultural and Veterinary Chemical Products Levy Imposition (Collection of Levies) Act 1994*. This will need to be paid by the licence holder in respect of the Curiosity bait for feral cats. The levy is based on the gross dollar value of sales (GST exclusive) and falls due on 15 January each year. Currently, the levy is based on a tiered levy rate structure as follows:

- 0.63 per cent levy rate for up to \$1,000,000 in product sales
- 0.35 per cent levy rate for additional sales from \$1,000,001 to \$5,000,000
- 0.25 per cent levy rate for additional sales above \$5,000,000.

A1.2 Scheduling as poison

If approved, Curiosity bait for feral cats will be registered as a Schedule 7 poison in the Poisons Standard under the *Therapeutic Goods Act 1989* and *Therapeutic Goods Regulations 1990*. Scheduling includes a regulatory step undertaken by state and territory governments to allow the supply of the product. If regulated, this will probably be in the same manner as products containing the toxins 1080 and para-aminopropiophenone for use as a vertebrate pesticide. The requirements vary between governments but all require the manufacturer and the person laying the baits to be accredited and stipulate the requirements around handling, transport and storage. As with the APVMA decision, the Commercialisation Agreement will not be signed until the relevant state or territory government approvals are in place in at least one jurisdiction.

A1.3 International

There could be a potential market for Curiosity bait for feral cats internationally. Notably, enquiries have been received from New Zealand, United States of America, Mexico and Ecuador. Sales of non-toxic baits or pellets for research trials of Curiosity bait for feral cats into Mexico and Ecuador have been completed. Curiosity bait for feral cats may be particularly suitable for island eradication or control programs as well as mainland control.

Aside from the patent granted in New Zealand, and the trials in Mexico and Ecuador, the Curiosity bait for feral cats has not been the subject of any evaluations, rejections or approvals in any other country.

PAPP was registered by the New Zealand Environmental Protection Agency for feral cat control in November 2011. Apart from Australia (registered on 21 January 2016), PAPP is not known to be registered as a vertebrate pesticide in other countries.

A patent application for the USA was submitted and discontinued. Otherwise the Curiosity bait for feral cats has not been the subject of any submissions in any other country.

A1.4 Other future applications

In the future, the hard shell delivery vehicle technology incorporated into the Curiosity bait for feral cats could also be developed to expand the range of target species (examples may be foxes and wild dogs).

The Department, in association with Scientec and the WA Department, is also developing the Hisstory[®] bait for feral cats for use at sites where the Curiosity bait for feral cats is not suitable. The Hisstory bait utilises the same technology but contains the toxin 1080 (sodium fluoroacetate) instead of para-aminopropiophenone. Pen trials and the first field efficacy trial for the Hisstory bait for feral cats were conducted in 2017. However, further field efficacy trials will be needed prior to any application to register the product.

ANNEX 2 PROPOSED COMMERCIALISATION AGREEMENT REQUIRED TERMS

The following outlines the terms that the Department intends to negotiate with the Commercialisation Entity.

No	Term	Requirement
1.	Parties to Commercialisation Agreement	(a) The Department; (b) the WA Department; (c) Scientec; and (d) the Commercialisation Entity.
2.	Grant of licence	Each of the Department, the WA Department and Scientec will grant the Commercialisation Entity a licence under its respective Curiosity IP in order to Commercialise the Curiosity Technology within the field set out in item 4.
3.	Intellectual property to be licensed	(a) The patent in the name of the Department in respect of the composition of the hard shell delivery vehicle and its use as a means of controlling pest animals, which has been granted in Australia and New Zealand; (b) the patent in the name of the WA Department in respect of the composition of the attractant, which has been granted in Australia; (c) any Intellectual Property Rights in: (i) any semi-automated or automated apparatus for insertion of the hard shell delivery vehicle containing PAPP into the bait, which is owned by the Department; and (ii) technical information and know-how in respect of the manufacture of the hard shell delivery vehicle, which is in the possession and knowledge of Scientec; (d) any additional Intellectual Property Rights that the Department, the WA Department or Scientec expressly makes available to the Commercialisation Entity for use under the terms of the Commercialisation Agreement.
4.	Field of licence	The manufacture, marketing, distribution, supply and sale of feral cat baits that use the PAPP toxin.
5.	Territory of licence	Worldwide (but the Commercialisation Agreement will be drafted in such a way that it makes clear that the Curiosity IP is only registered in certain jurisdictions around the world and the licensors cannot grant rights that they do not have)
6.	Exclusivity of licence	The licence will be granted on an exclusive basis, except that the WA Department may continue to use the WA Department's Curiosity IP, and license others to do so, in any manner at all within the field set out in item 4 for activities and operations carried out by, or on behalf of, the State of Western Australia. The licensors will be entitled to continue to exercise their respective Curiosity IP outside the field set out in item 4, including by researching and developing other applications of the Curiosity IP and Commercialising such other applications of the Curiosity Technology outside the field.

No	Term	Requirement
7.	Conditions precedent	<p>The licence will not be granted until the following conditions precedent are satisfied (or waived by all of the licensors):</p> <ul style="list-style-type: none"> (a) APVMA approval of each 'active constituent' for the Curiosity Product and a 'label' for the container for the Curiosity Product; (b) registration of the Curiosity Product with APVMA; and (c) the grant of any other relevant regulatory approvals required in order for the Curiosity Product to be marketed, distributed, supplied and/or sold in at least one Australian State or Territory. <p>The Commercialisation Agreement may be terminated by the licensors if all of these conditions are not satisfied or waived by a specified sunset date to be set out in the Commercialisation Agreement.</p>
8.	Licence term	<ul style="list-style-type: none"> (a) An initial term of ten years commencing on the relevant date under item 7; and (b) two further terms of five years each, for which the Commercialisation Agreement will automatically extend unless any party gives the other parties at least six months' notice that the Commercialisation Agreement will end as at the end of the then-current term, <p>unless the Commercialisation Agreement is terminated earlier in accordance with its terms.</p>
9.	Sub-licensing	<p>The Commercialisation Entity must not grant sub-licences under its licence of the Curiosity IP except with the prior written consent of the licensors. The Commercialisation Entity will be obliged to provide a copy of the proposed sub-licence terms to each of the licensors, and the licensors will be granted at least 20 Business Days in order to review the sub-licence terms and determine whether or not to provide consent.</p> <p>In the event of any sub-licensing, the Commercialisation Entity remains responsible for all acts and omissions of the sub-licensee in the course of exercising its sub-licence rights as if those acts and omissions were acts of the Commercialisation Entity itself.</p>
10.	Licence consideration	<p>No royalties or fees are payable to either the Department or the WA Department in consideration for the grant of the licence.</p> <p>The Commercialisation Entity must pay Scientec consideration for the grant of the licence in the form set out in, or otherwise agreed between the Commercialisation Entity and Scientec under, the Commercialisation Agreement.</p>
11.	Technology transfer	<p>During the first three years of the licence term, Scientec will provide to the Commercialisation Entity any information and assistance from its personnel reasonably required by the Commercialisation Entity in order for the Commercialisation Entity and its approved sub-licensees to Commercialise the Curiosity Technology as contemplated by the Commercialisation Agreement.</p> <p>Scientec and the Commercialisation Entity will cooperate with one another to agree the details of the information and assistance that are to be provided, and the timing for that provision.</p> <p>Scientec and the Commercialisation Entity will agree to financial arrangements for the Curiosity Technology transfer arrangements, including for the initial three years of the licence term, a minimum annual technology transfer fee.</p>

No	Term	Requirement
12.	Performance obligations	The Commercialisation Entity will be required to comply with certain performance obligations (which are to be agreed between it and the licensors and specified in the Commercialisation Agreement) with a view to having the Curiosity Product available for purchase to use in programs to control feral cats in areas of Australia where it is legal to do so.
13.	Promotion and marketing	<p>The Commercialisation Entity will be required to:</p> <ul style="list-style-type: none"> (a) actively promote, market and sell the Curiosity Product within Australia; and (b) use its reasonable endeavours to meet or cause to be met the market demands in Australia for the Curiosity Product, including by pricing the Curiosity Product at a reasonable level; (c) diligently pursue any sales leads provided to it by any of the licensors from time to time; and (d) ensure that the packaging of the Curiosity Product and promotional materials in respect of the Curiosity Product contain prominent branding in accordance with the requirements in item 17. <p>The Commercialisation Entity must not, without first obtaining prior written consent of the Department, the WA Department and/or Scientec (as the case may be):</p> <ul style="list-style-type: none"> (a) refer to the Department's or WA Department's involvement in the funding and development of the Curiosity IP, or grant of the licence by the Department, WA Department or Scientec, in any of the Commercialisation Entity's promotional or marketing materials, or otherwise for the purpose of promoting and marketing the Curiosity Product; (b) make any representations that the Department, WA Department or Scientec supports or endorses the Curiosity Product; and (c) publicly use any advertising, written sales promotions, press releases or other publicity materials related to the Curiosity Product if the Department's, WA Department's or Scientec's name is used in those materials or identity may reasonably be inferred from those materials.
14.	Payment obligations	The Commercialisation Entity will be required to make payments to Scientec, as set out in, or agreed between the Commercialisation Entity and Scientec under, the Commercialisation Agreement.
15.	Other Commercialisation obligations	<p>The Commercialisation Entity will be required to:</p> <ul style="list-style-type: none"> (a) obtain and maintain a manufacturing licence from the APVMA, and comply with the terms of that licence; (b) comply with all applicable Laws in exercising its licence rights (including in relation to the handling and transportation of hazardous goods); and (c) Commercialise the Curiosity Technology with care and without undue danger to any person.
16.	Record-keeping and auditing	The Commercialisation Entity will be obliged to maintain records as reasonably required to demonstrate its compliance with its obligations under the Commercialisation Agreement and maintain those records for a

No	Term	Requirement
		<p>period of seven years after the end of the calendar year to which they relate.</p> <p>The Commercialisation Entity will be required to provide access to its premises, books, records and personnel to enable the licensors to conduct audits of the Commercialisation Entity's discharge of its obligations under the Commercialisation Agreement.</p>
17.	Branding	<p>If the Commercialisation Entity elects to use the Curiosity branding, the Department will grant the Commercialisation Entity a licence to use its registered trade mark for the word 'Curiosity' in respect of the Curiosity Product. Obligations will be imposed on the Commercialisation Entity in respect of its use of the Department's trade mark in order to preserve the value and validity of the trade mark. All of the goodwill arising from the Commercialisation Entity's use of the Curiosity brand will be transferred to the Department.</p> <p>The Commercialisation Entity may elect to use a different brand for the Curiosity Product. If it does so, it will be required to:</p> <ul style="list-style-type: none"> (a) develop a brand that will be used solely for the Curiosity Product (and not any other goods or services); (b) before selecting such a brand, take all reasonable steps to ensure that the brand does not infringe any third party rights (including Intellectual Property Rights and rights to prevent misleading or deceptive conduct and passing off); (c) ensure that it owns all rights necessary to use the brand, including copyright in any logo; and (d) use its best endeavours to preserve the value and validity of the brand, including by seeking and maintaining registered trade mark protection where appropriate to do so. <p>In order that there can be continuity of branding of the Curiosity Product, the Commercialisation Entity will be required to brand the Curiosity Product in such a way that the 'Curiosity' brand or other brand selected by the Commercialisation Entity is the most prominent and distinctive brand for the Curiosity Product, and no other brand is likely to be associated with the Curiosity Product in the minds of consumers and potential consumers.</p>
18.	Approval of Curiosity Product	<p>The Commercialisation Entity must not market, distribute or sell any Curiosity Product unless a sample of the Curiosity Product (including the Curiosity Product labels and any information relating to the use of the Curiosity Product) has been provided to and approved in writing by each of the licensors.</p> <p>If the Commercialisation Entity makes any changes to the Curiosity Product that it markets, distributes and sells from time to time (including different versions for different markets, or improved formulations) or any of the manufacturing processes, it must have a sample re-approved.</p>
19.	Warranties	<p>The Commercialisation Entity will provide the usual warranties in relation to its rights and capacity to enter into the Commercialisation Agreement, and that it is not the subject of any claims, proceedings or investigations that could adversely impact on its ability to enter into or perform its obligations under the Commercialisation Agreement.</p> <p>The Commercialisation Entity will be obliged to acknowledge that, except as expressly set out in the Commercialisation Agreement, none of the licensors have made any warranties in connection with the Curiosity IP or the other subject matter of the Commercialisation Agreement (including</p>

No	Term	Requirement
		warranties in relation to the validity of any of the licensed patents, the performance or capabilities of the Curiosity Technology, the potential profits from Commercialisation of the Curiosity Technology or the Commercialisation Entity's ability to exercise its licensed rights without infringing any third party rights).
20.	Protection of Curiosity IP	<p>Each licensor will retain responsibility for seeking and maintaining registered protection (including patent protection) for its part of the Curiosity Technology, at its cost. Each of the Department and the WA Department will continue to pay any renewal fees in order to maintain the existing patents (as set out in item 3), but any steps to seek any further registered protection will be at the relevant licensor's discretion.</p> <p>The Commercialisation Entity must ensure that the Curiosity Products and the packaging of the Curiosity Product includes a reference to the patent number of any licensed patent that relates to that Curiosity Product, where the absence of that reference in any manner may detrimentally affect the rights conferred by that patent or the ability of the owner of that patent to enforce those rights.</p>
21.	Confidentiality	<p>The usual confidentiality provisions will apply (including appropriate carve-outs to permit the parties to disclose confidential information where required by Law and, in the case of the Department and the WA Department, for public purposes).</p> <p>To the extent that any of the Curiosity IP is confidential information, the Commercialisation Entity will be obliged to comply with its confidentiality obligations in exercising its rights under the licence.</p>
22.	IP claims	<p>The Commercialisation Entity will be obliged to notify the relevant licensor if it becomes aware of any actual or threatened infringement of any of the Curiosity IP or the Curiosity brand, or any allegation or claim that the Commercialisation of the Curiosity Technology or use of the Curiosity brand infringes any third party right (including Intellectual Property Rights).</p> <p>The relevant licensor will have the right to take action in relation to any infringement of the Curiosity IP or to defend any claim that the Curiosity IP infringes any third party rights, and the Commercialisation Entity will be required to provide any assistance reasonably required by the licensor.</p> <p>If the relevant licensor does not wish to defend any infringement proceedings commenced against the Commercialisation Entity, the Commercialisation Entity may defend the proceedings itself, provided that it must keep the relevant licensor informed and permit the relevant licensor to direct or control the proceedings on request.</p>
23.	Improvements made by Commercialisation Entity	<p>The Commercialisation Entity will retain ownership of any improvements it makes to any part of the Curiosity Technology.</p> <p>The Commercialisation Entity will grant the licensors an irrevocable, perpetual, royalty free licence to use and Commercialise any and all improvements in applications outside the field set out in item 4.</p> <p>The Commercialisation Entity will be required to:</p> <ol style="list-style-type: none"> (a) keep the licensors informed as to the improvements acquired, conceived or reduced to practice in the Commercialisation of the Curiosity Technology; and (b) in the event that it makes any modifications to the Curiosity Product that cause there to be a need for a new, or a variation to the then-existing, APVMA registration of the Curiosity Product, notify the Department, and provide all reasonable assistance to the Department in seeking the required registration or variation of registration.

No	Term	Requirement
24.	Indemnities	<p>The Commercialisation Entity will be obliged to indemnify each licensor against all loss that they may sustain or incur as a result, whether directly or indirectly, of the exercise of the licences granted to the Commercialisation Entity under the Commercialisation Agreement, except to the extent caused by any:</p> <p>(a) any breach of the Commercialisation Agreement by the relevant licensor; or</p> <p>(b) any negligent, unlawful or fraudulent act or omission of, or wilful misconduct by, the relevant licensor.</p>
25.	Insurance	<p>The Commercialisation Entity will be required to take out and maintain insurance as reasonably commercially appropriate, including public liability and product liability insurance, in respect of risks that may arise out of its Commercialisation of the Curiosity Technology, and provide evidence of such insurance to the licensors on request.</p>
26.	Limitation on liability of licensors	<p>The liability of the licensors to the Commercialisation Entity in connection with the Commercialisation Agreement will be limited as follows (to the extent permitted by law):</p> <p>(a) no licensor will be liable for consequential loss;</p> <p>(b) the Department's aggregate liability will be limited to \$4 million;</p> <p>(c) the WA Department's aggregate liability will be limited to \$1; and</p> <p>(d) Scientec's aggregate liability will be limited to \$2 million.</p>
27.	Rights in respect of other products developed by Department or WA Department	<p>If the Department or WA Department wishes to grant a licence to commercialise feral animal bait products developed in the future and owned by the Department or WA Department, the Department or WA Department may notify the Commercialisation Entity and grant it a first right to negotiate a commercialisation licence. The Commercialisation Agreement will reflect that the Department or WA Department will not be obliged to grant such a commercialisation licence to the Commercialisation Entity and will make a decision about the entity which is to be granted a commercialisation licence, and the terms on which the licence will be granted, taking into account the Commonwealth Government's or WA Department's applicable policies (including policies as to the commercialisation of IP) from time to time.</p>
28.	Termination	<p>The licensors may terminate the Commercialisation Agreement if:</p> <p>(a) the Commercialisation Entity breaches any provision of the Commercialisation Agreement and either the Commercialisation Entity fails to remedy the breach within 20 Business Days after receiving notice requiring it to do so, or the breach is not capable of remedy;</p> <p>(b) an insolvency event occurs in respect of the Commercialisation Entity;</p> <p>(c) the Commercialisation Entity raises or causes to be raised any objection to the validity of any of the Curiosity IP, or challenges or in any way impugns the relevant licensor's rights in relation to the Curiosity Technology; or</p> <p>(d) a licensor reasonably considers that its ongoing relationship with the Commercialisation Entity under the Commercialisation Agreement may damage, bring into disrepute or ridicule its name, messages or</p>

No	Term	Requirement
		<p>reputation, or attract public or media attention which may be prejudicial or otherwise detrimental to its name, messages or reputation.</p> <p>The Commercialisation Entity may terminate the Commercialisation Agreement by giving not less than 12 months' written notice to each licensor.</p>
29.	Consequences of end of agreement	<p><i>Run-off period</i></p> <p>For a period of 12 months after the expiry or termination of the Commercialisation Agreement, the Commercialisation Entity may continue to supply and sell Curiosity Products that had already been manufactured or that the Commercialisation Entity had already committed to supply or sell as at the date of expiry or termination (provided that the Curiosity Product continues to meet the requirements of the Commercialisation Agreement).</p> <p><i>Commercialisation Entity's trade marks</i></p> <p>On expiry or termination of the Commercialisation Agreement, the Commercialisation Entity will, if requested by the Commonwealth to do so, assign to the Department all of its rights to any brand other than the Curiosity brand that the Commercialisation Entity has used in relation to the Curiosity Product (as contemplated by item 17), including goodwill. The Department will only use that brand (and grant licences for use of that brand) in relation to the Curiosity Product. The Commercialisation Entity will cease to use the brand, except for the purpose of exercising its run-off rights as contemplated above.</p> <p><i>Improvements developed by Commercialisation Entity</i></p> <p>On and from the date of expiry or termination of the Commercialisation Agreement, the Commercialisation Entity will grant to each licensor a non-exclusive licence of any improvements that the Commercialisation Entity has made to any of that licensor's Curiosity IP where the improvement cannot be used without exercising the rights in the underlying Curiosity IP.</p> <p><i>Further REOI process</i></p> <p>The Commercialisation Entity will be required to:</p> <ul style="list-style-type: none"> (a) cooperate with the licensors in seeking, negotiating with and entering into an agreement with an entity to be granted a licence to Commercialise the Curiosity Technology after the expiry or termination of the Commercialisation Agreement; and (b) provide, and consent to the disclosure by the licensors of, any information relating to the Commercialisation of the Curiosity Technology that is necessary or desirable for: <ul style="list-style-type: none"> (i) one or more of the licensors to issue or conduct an expression of interest or similar process; (ii) a bidder to provide a response as part of that process to the level of detail required by the licensor conducting the process; or (iii) the relevant licensor to draft, negotiate or enter into an agreement for the Commercialisation of the Curiosity Technology after the expiry or termination of the Commercialisation Agreement, <p>as long as the recipient of that information undertakes to keep that information confidential and, to the extent the recipient is not a licensor or the person selected to be granted a licence to Commercialise the Curiosity Technology, the recipient undertakes to return or destroy that information after completion of the expression of interest process.</p>

No	Term	Requirement
30.	Resolution of disputes	Any dispute between the Commercialisation Entity and any one or more of the licensors that arises under or in relation to the Commercialisation Agreement will be addressed through compulsory negotiations between senior representatives of the parties followed by compulsory mediation, before a party is entitled to commence any court proceedings (other than proceedings seeking urgent interlocutory relief).
31.	Change in control	The Commercialisation Entity will be required to notify the licensors in the event that it is to undergo (or undergoes) a change in control, and provide any details of the change reasonably requested by a licensor (including so that the licensors can consider whether to exercise the right of termination contemplated by item 28(d)).
32.	Assignment	The Commercialisation Entity will not be entitled to assign or novate the Commercialisation Agreement, or any of its rights or obligations under the Commercialisation Agreement, without the prior written consent of the licensors.
33.	Governing law and jurisdiction	Australian Capital Territory
34.	Other provisions	Other provisions will be included in the Commercialisation Agreement as reasonably appropriate for an agreement of this kind.

RESPONSE TEMPLATE

NOTES

Drafting notes have been provided for your guidance if you choose to use the Response template. Remember to **remove** all drafting notes **before** you finalise and submit your Response. These are grey boxes with the heading “Drafting note”.

You may use alternative forms to provide a response, however, please ensure you have addressed all of the Mandatory Conditions of Participation and elements of the Requirement. You must clearly demonstrate that your organisation meets the Mandatory Conditions of Participation, as failure to do so will mean your response cannot be considered.

Before completing your Response read the Department’s Request for Expressions of Interest (REOI) distributed with this Response form and decide whether your organisation has the necessary skills and experience to meet the Department’s Requirement.

Specific questions about this REOI should be directed to the Department’s Contact Officer [Clause 16].

Do not assume that the evaluation team has any knowledge of your organisation’s abilities or personnel.

Participation in this REOI is at your sole risk and cost. This is a competitive process, and you should note that your organisation may incur costs in responding, and that you will be unable to recoup these costs.

If you are a **Trust** where the Trustee is **not** empowered to sign contracts on behalf of the Trust, we **may not** be able to establish a Commercialisation Agreement with you. Before submitting your Response notify the Department’s Contact Officer to enable them to seek advice.

The Department will evaluate all valid Responses received by the Closing Time [Clause 4] which meet the Mandatory Conditions for Participation, to determine which Respondent has proposed the best outcome for the Parties.

In making this decision, the Department will consider the criteria set out at Clause 6 [*The Requirement, Response assessment*].

If successful, your organisation will be provided with a draft Commercialisation Agreement for negotiation.

If your organisation is **unsuccessful** with this submission, you may request a debrief. The Department’s Contact Officer [Clause 16] can arrange this for you.

Part 1 – Respondent’s Details

DRAFTING NOTE:

The following details will appear in the draft Commercialisation Agreement should your Response be successful. The details you provide should be for the legal organisation that would be the Commercialisation Entity under the Commercialisation Agreement.

Full Legal Organisation Name:		
Legal Status:	<input type="checkbox"/> Individual/Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Sole Director Company <input type="checkbox"/> Trust (see note below) <input type="checkbox"/> Other (please state):	
NOTE: If the Potential Commercialisation Entity is trading as a trust , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.		
Australian Business Number (ABN):		
Australian Company Number (ACN):		
Australian Registered Body Number (ARBN):		
Overseas business registration details:		
Registered Address:		
Web address:		
Has your organisation ever had a judicial decision about employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?		<input type="checkbox"/> Yes, see below. <input type="checkbox"/> No
If yes , what was the date of discharge? <i>The Respondent acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).</i>		(dd-mm-yyyy) <i>Note: The Department cannot enter an Agreement with a Commercialisation Entity who has an undischarged judicial decision relating to employee entitlements.</i>

Contact Officer

For matters relating to this Response contact:

Name:	
Position Title:	

Telephone:	
Mobile:	
Email Address:	
Postal Address:	

Address for Notices (if different from the Contact Officer)

DRAFTING NOTE: Complete with “AS ABOVE” if same as Contact Officer.

Name:	
Position Title:	
Email Address:	
Postal Address:	

Agreement Manager (if different from the Contact Officer)

DRAFTING NOTE: Provide the requested details of the person you propose will be the Agreement Manager if your Response is successful. Complete with “AS ABOVE” if same as Contact Officer.

For matters of a general nature, including acceptance and issuance of written notices, contact:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

Part 2 – Executive Summary

DRAFTING NOTE:

You may find it useful to complete this section after you have completed your response.

Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to “sell” its unique features.

Part 3 – Ability to Meet the Requirement

Mandatory Conditions for Participation

IMPORTANT INFORMATION:

Respond to the *Mandatory Conditions for Participation* here.

Detailed Proposal to Meet the Department’s Requirement

DRAFTING NOTE:

Your response should address each aspect of the Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Requirement. This is your opportunity to convince the evaluation team that your organisation understands the Requirement and can undertake the commercialisation. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Your response may propose a detailed plan including milestones and completion dates, timeframes, or performance indicators. It should also detail critical issues or key delivery risks of which the Department should be aware.

Do not rely on your organisation’s reputation. The evaluation team may only consider information you provide in this submission.

Standards

DRAFTING NOTE:

Potential Commercialisation Entities must provide full details and evidence of compliance with all applicable Australian standards (or in its absence an international standard). Where you do not propose to comply with a standard which has been included in the Requirement, propose an alternative standard and justify your reasons.

Where no standard has been specified, list any applicable standards with which you propose to comply.

Part 4 – Respondent’s Demonstrated Capability and Capacity

Statement of Skills and Experience

DRAFTING NOTE:

The information you enter here will be used to evaluate your organisation’s proven capacity to meet the Department’s Requirement.

Provide clear, concise details of your relevant abilities to deliver what you have proposed.

This is your opportunity to highlight any unique capabilities and prove to the evaluation team that you can meet the Requirement to a high standard.

Depending on the Requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation’s expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.

Specified Personnel

DRAFTING NOTE:

Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete. Add extra lines to the table as required.

Where there is a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.

Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.

If no Specified Personnel are proposed, insert “Not Applicable”.

Name	Position/Role	Percentage of Total Project Time

Total personnel time		100%

Subcontractors

DRAFTING NOTE:

The Department may be required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.

If no subcontractors are proposed insert "Not Applicable"

Full Legal Name:	
Postal Address:	
ABN / ACN / ARBN:	

Scope to be Subcontracted

DRAFTING NOTE:

If no subcontractors are proposed insert "Not Applicable".

Provide details of the roles (or specific parts of the commercialisation) each subcontractor will perform.

The Commercialisation Entity will be solely responsible for all obligations under the Commercialisation Agreement, including subcontractor performance and management. The Commercialisation Entity must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.

Conflicts of Interest

DRAFTING NOTE:

If you are aware of a conflict (real or perceived) that could arise as a result of entering into a Commercialisation Agreement with the Department, the WA Department and Scientec (or subcontractor arrangements under the Commercialisation Agreement, where applicable) include full details and strategies to manage below, or for complex issues, attach a Conflict of Interest Management Plan detailing your proposed approach.

It is important that if, after the Response has been submitted or during the Commercialisation Agreement term, any actual, perceived or potential conflicts arise they are reported to the Department without delay.

Conflicts can be actual, perceived or potential. The perception of a conflict can be just as damaging to public confidence in public administration as an actual conflict based on objective facts.

If no conflicts of interest were identified, type "Nil".

Pre-existing Intellectual Property of Respondent

DRAFTING NOTE:

List your relevant pre-existing Intellectual Property relevant to the commercialisation opportunity (if any).
If no pre-existing Intellectual Property is proposed to be used in commercialisation, insert “Not Applicable”.

Compliance with proposed Commercialisation Agreement terms

DRAFTING NOTE:

Identify any of the proposed Commercialisation Agreement terms that you consider should be amended if you are selected as the successful Commercialisation Entity.
If none, type “Not Applicable”.

Term of Commercialisation Agreement	Detail of non-compliance	Reason for non-compliance

Confidentiality of Respondent’s Information

DRAFTING NOTE:

Identify any aspect of the Response, or any aspect of the proposed Commercialisation Agreement, that you consider should be kept confidential, with reason.
If none, type “Not Applicable”.

Information to be kept Confidential	Reasons for Confidentiality Request

Proven Ability to Meet Regulatory Considerations

DRAFTING NOTE:

Provide a brief statement of how you propose to comply with all relevant regulations (including but not limited to workplace health and safety, labour and ethical employment practices, and environmental

impacts). Alternatively, you can attach any relevant policy documents or plans which demonstrate your organisation's ability.

Additional Information

DRAFTING NOTE:

Any information included here should be relevant to this proposal and should be as concise as possible.

This section should **NOT** be used to include generic marketing information that is not specific to the Requirement.