



# IP Australia Bulk Data Products - Order Form



**\* = Mandatory fields**

The information collected on this form is collected for the purposes of processing your order for bulk data products. Any personal information will be handled in accordance with the IP Australia privacy policy ([www.ipaustralia.gov.au/about-us/what-we-do/privacy-policy/](http://www.ipaustralia.gov.au/about-us/what-we-do/privacy-policy/)) and the Privacy Act 1988 (Commonwealth) ([www.comlaw.gov.au/Details/C2013C00482](http://www.comlaw.gov.au/Details/C2013C00482)) (Privacy Act).

You must comply with the requirements of the Privacy Act when handling personal information received from IP Australia

**Purchaser**

\*Name & Title:

Business/  
Company Name:

**Purchaser's Delivery Address and Contact Details**

\*Address

Country (if not Australia)	State	Postcode
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Telephone (  ) Fax (  )

Mobile Number:

\*Email Address:

**Bulk Data Product Selection**

The prices for the Complete Backfile products include GST and standard postal delivery by Australia Post.

Product	Cost	Select
Trade Marks Data - Complete Backfile	AU\$1200	<input type="checkbox"/>
Trade Marks Data - Regular online updates	Free	<input type="checkbox"/>
Patent Bibliographic Data - Complete Backfile	AU\$900	<input type="checkbox"/>
Patent Bibliographic Data - Regular online updates	Free	<input type="checkbox"/>
Patent Specifications - Complete Backfile	AU\$1800	<input type="checkbox"/>
Patent Specifications - Regular online updates	Free	<input type="checkbox"/>
Total Price =		<input type="text"/>

Plant Breeder's Rights data is available online (no password required) - [http://pericles.ipaustralia.gov.au/pbr\\_db/](http://pericles.ipaustralia.gov.au/pbr_db/)

## How to Pay and Place your Order

- Step 1:** Complete, sign and scan the order form
- Step 2:** Log into eservices - located on the IP Australia home page <http://www.ipaustralia.gov.au/>
- Step 3:** Select 'General payments' - located under the 'MY PAYMENTS' menu
- Step 4:** Select 'Other payment'
- Step 5:** Enter the amount you wish to pay in the 'Amount (AU)' field
- Step 6:** Provide detailed instructions on what you are paying for - ie bulk data
- Step 7:** Select "Browse" and upload the completed order form as an attachment
- Step 8:** Click 'NEXT'
- Step 9:** Check your summary
- Step 10:** Click 'ADD TO CART'
- Step 11:** Click 'PROCEED TO PAY'
- Step 12:** You will then need to enter your credit card details and click 'PAY & SUBMIT'

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## Confirmation of your order

Please note that IP Australia reserves the right to reject Your Order for any reason in which case it will refund any amounts already paid. A binding contract will not exist until IP Australia has sent you an **email confirmation** of Your Order.

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## Acceptance & Signature

\*I accept the Bulk Data Product Terms and Conditions attached to this Order Form.

Signed for and on behalf of the purchaser by:

Name (print)

Signature

Date:

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## Enquiries or to contact IP Australia:

Phone during business hours:      Australian callers      1300 65 10 10  
   International callers      +61 2 6283 2999

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# IP Australia Bulk Data Product

## Terms and Conditions

### 1. These Terms

By signing the Order, You are entering into a contract with the Commonwealth of Australia represented by IP Australia (ABN 38 113 072) that consists of (in order of priority):

- (a) these Terms; and
- (b) the details in Your Order.

### 2. Definitions

In these Terms:

- (a) 'Bulk Data Products' means any one or more of products You have selected in Your Order and any updates provided by Us in accordance with these Terms;
- (b) 'Order' means Your completed order form when it has been accepted by Us;
- (c) 'We', 'Us' or 'Our' means IP Australia; and
- (d) 'You' or 'Your' means the purchaser identified in the Order.

# IP Australia Bulk Data Product Terms and Conditions (Continued)

## 3. Delivery of Your Bulk Data Products

- (a) Upon receipt of the corresponding fees, We will send You one physical copy of the Bulk Data Products in the manner identified in the Order. We will also provide You with access to periodic updates of the Bulk Data Products through Our website.
- (b) You must notify Us within four (4) weeks of receipt of Bulk Data Products if the medium on which they are provided is defective. We will provide You with a replacement medium if You notify Us within that period, but otherwise we will charge you the full price for replacement Bulk Data Products.

## 4. Your Rights to Use the Bulk Data Products

- (a) Provided You comply with all of these Terms and Conditions, We grant You permission to use and make derivatives of the Bulk Data Products.
- (b) You must not supply to others the Bulk Data Products in their entire, unaltered form.
- (c) You may however supply to others your own “derivatives” of the Bulk Data Products. A “derivative” is a product developed by You that adds substantial value to the existing Bulk Data Products. This could include a report, a set of statistics, a subset of the Bulk Data Products, a combination of the Bulk Data Products with another dataset, or some other value-added product.
- (d) You must comply with all applicable laws in relation to the use of any data contained in, or which can be extracted from, the Bulk Data Products. You must not use the Bulk Data Products or any derivative or modification to create mailing lists, spam or any similar marketing material. If You do so, We reserve the right to stop providing updates to You and will not provide You with any further Bulk Data Products.

## 5. Support

- (a) You acknowledge that We will only provide technical assistance in relation to the Bulk Data Products and updates. We will not provide You with assistance on matters relating to Your systems or use of the Bulk Data Products on those systems.
- (b) You may contact IP Australia for assistance as described in clause 5(a) in relation to the Bulk Data Products. Our contact points and business hours are available on our website ([www.ipaustralia.gov.au/about-us/contact-us/](http://www.ipaustralia.gov.au/about-us/contact-us/)).

## 6. Intellectual Property Rights

- (a) The Bulk Data Products contain Our (and third parties') intellectual property rights.
- (b) You are granted the limited rights to use the Bulk Data Products in clause 4 and You agree that intellectual property in the Bulk Data Products remains vested with Us or a third party as the case may be. You must not challenge or call into question Our or the third party's ownership of such intellectual property.

# IP Australia Bulk Data Product Terms and Conditions (Continued)

## 7. Our Liability to You

To the extent permitted by law or as otherwise provided under clause 3(b):

- (a) the Bulk Data Products are provided on an 'as is' basis and We make no warranties:
  - (i) in respect of the frequency and availability of the provision of updates;
  - (ii) in respect of the suitability of the Bulk Data Products for Your use for any particular purpose;
  - (iii) in respect of the comprehensiveness or completeness of the Bulk Data Products;
  - (iv) that the Bulk Data Products are up to date or current; and
  - (v) that the Bulk Data Products are free from error or inaccuracies; and
- (b) We (and Our employees and agents) exclude any liability We may have to You or anyone else that uses the Bulk Data Products for any loss including loss of benefits, damage, cost or expense, whether direct, indirect or consequential or otherwise arising from or in connection with the use of the Bulk Data Products.

In particular:

- (c) You must take Your own precautions to ensure that the process You employ to access the Bulk Data Products does not expose You to the risk of viruses, malicious computer code or other forms of interference which may damage Your computer system;
- (d) We reserve the right to update the information in the Bulk Data Products at any time. You should make enquiries and seek independent advice from relevant industry professionals before acting or relying on the supplied Bulk Data Products; and
- (e) We do not accept responsibility for any interference or damage to Your computer system which arises in connection with Your use of the Bulk Data Products.

## 8. Indemnity

You indemnify Us and Our officers and employees from any and all liability arising from, or in connection with, any claim relating to any of the following:

- (a) any breach of Your obligations under this contract;
- (b) Your (or Your personnel's) use of the Bulk Data Products; or
- (c) any third party's use of a derivative of the Bulk Data Products which You have supplied to them.

Your liability to indemnify Us will be reduced proportionately to the extent that any negligent act or omission on Our part contributed to the relevant liability.

## 9. General Terms

- (a) We may terminate this contract if You have breached any provisions that are not capable of being remedied, or if they are capable of being remedied, You have failed to do so after 10 days notice from us requiring You to remedy the failure.
- (b) You must not assign or sub-licence any rights or novate Your obligations under this contract.
- (c) This contract constitutes the entire agreement between You and Us in connection with the Bulk Data Products.
- (d) If any part of this contract is illegal or unenforceable, We may remove it from these Terms and the remaining parts will continue in force.
- (e) This contract is governed by the laws of the Australian Capital Territory, Australia.