

THE AUSTRALIAN MINERAL DEVELOPMENT LABORATORIES

ADELAIDE, SOUTH AUSTRALIA

CONDITIONS OF CONTRACT

1. **Co-operation between Amdel and Client.** Subject to the terms and conditions of this Agreement, all information obtained by Amdel through work on the project will be made available to the Client during normal hours, and Amdel will communicate to the Client all information pertinent to the project as it progresses. An authorised representative of the Client may confer with the appropriate members of the Amdel staff at mutually agreed times for the purpose of providing such assistance as will make it possible for Amdel to achieve the objectives of the project.
Amdel welcomes the co-operation of the Client in providing such information, assistance and co-operation as is necessary for Amdel to achieve the objectives of the project.
2. **Variation of the Project.** The terms of reference of the project may be varied by mutual agreement expressed in writing between Amdel and the Client, and such agreement will include variations to the date of completion of the project and the overall cost of the project.
3. **Reports.** Amdel agrees to supply the client with copies of reports of its findings and progress during the term of the project at monthly or such other intervals as Amdel and the Client agree.
4. **Confidential Nature of Project.** Amdel agrees that the Amdel staff shall not, without the consent of the Client, disclose to members of the Amdel Council or any other party any confidential information received from the Client or any report or information relevant to the project.
5. **Conflict of Interest.** Amdel will endeavour to avoid at all times any conflict of interest between its Client and any third party with regard to work done on the project.
6. **Patents.** Amdel covenants that each of its servants and employees has undertaken to assign to Amdel all inventions produced by the servant or employee arising from the course of his employment. It is mutually agreed between Amdel and the Client
 - a. That where the objective of the project is the making of an invention Amdel will, if the Client agrees, make application for Letters Patent and assign any grant resulting therefrom to the Client at the cost of the Client
 - b. that where the project is of such a nature that a patentable idea will or is likely to emerge the rights attaching thereto shall vest in Amdel who agrees to negotiate with the Client in relation to it
 - c. and that where a patentable idea emerges coincidentally from any project or series of projects all rights to it remain the property of Amdel.
 It is further agreed between Amdel and the Client that any expense for filing assignment prosecution and recording relating to such Letters Patent shall be borne by each of the parties in proportion to the interest each party has in the Letters Patent but such expenses shall not in any event constitute part of the principal sum payable by the Client for the project.
7. **Publicity, Advertising and Legal Actions.** The Client agrees that he will not use or allow to be used any information arising from the project in association with the name of The Australian Mineral Development Laboratories, its officers, servants, agents, employees and independent contractors in any advertising, promotion or publicity, or any legal proceedings or litigation unless and until the same shall have been submitted to and received the written authority of The Australian Mineral Development Laboratories.
8. **Right to Terminate Contract.** This Agreement shall be terminated on the completion of the project or at such other time and under such conditions as Amdel and the Client mutually agree in writing.
9. **Relationship between Amdel and Client.** Nothing herein contained shall constitute Amdel or its servants, employees or staff members as agents or employees or servants of the Client, but the relationship between Amdel and the Client shall be and remain that of independent contractors.
10. **Default by Amdel.** In the event of any default by Amdel in carrying out the terms and conditions of this Agreement (not being default caused by the Client), the Client may at his discretion give notice in writing of the default to Amdel requiring that the default be remedied within 30 days or such further time as specified after the date of service of the notice. If Amdel does not remedy the default within the time specified in the notice the Client may (except in the circumstances set forth in Clause E (12)) terminate the Agreement. The Client shall not be entitled to recover from Amdel the costs and expenses incurred by reason of the default and any losses or damages incurred by reason of the dependence by the Client on the fulfilment of this Agreement or any consequential or incidental losses or damages or liability to any third party.
11. **Workmanship.** Amdel covenants that its servants, agents and employees will carry out the work required to be done on the project to the best of their skill and ability. If it is discovered during the project or after its completion that Amdel, its servants, agents or employees have made any error or omitted to do anything which ought to have been done according to the proposal, whether negligently or otherwise, Amdel will promptly do such work done in error or omitted to have been done at its own cost and expense and Amdel shall have no other liability whether for negligent act, default or omission or breach of contract.
12. **Default by Client.** In the event of any default by the Client in carrying out the terms and conditions of this Agreement Amdel may in its discretion and without prejudice to any other rights which it may have to terminate this Agreement give the Client written notice of such default requesting him to remedy the default within 30 days after the date of service of the notice or such further time as specified. Should the Client fail or refuse to remedy fully the default within the time specified Amdel may in its discretion terminate the Agreement and upon such determination Amdel shall be entitled to recover from the Client all its costs expenses and reasonable charges incurred up to the date of termination and any costs incurred in anticipation of the continuance of the project or the cancellation of any arrangements made, orders placed or the return or resale of equipment and materials made in anticipation of the continuance of the project.
13. **Submission of Notices.** Any notice required to be given hereunder shall be sufficiently given by either party to the other by registered post or in the ordinary course of the post, whichever is the later, to its address specified herein and such notice shall be deemed to have been given the day after the posting of such notice at any post office in Australia.
14. **Payment.** The Client agrees to pay the invoices rendered by Amdel from time to time and on completion of the project within 30 days after posting by prepaid post. Amdel reserves the right to discontinue work on the project if the Client fails to pay any of the invoices rendered by Amdel within the time specified.
15. **Law Applicable to Contract.** These conditions shall be construed in accordance with the laws in force in the State of South Australia.
16. **Arbitration.** Any dispute which may arise as to the interpretation of these conditions shall be referred to an arbitrator to be appointed by agreement of both parties or, in default of agreement, by the Auditor-General for the time being of the State of South Australia and such arbitrator shall act pursuant to the provisions of the Arbitration Act, 1891-1935.