

THIS AGREEMENT is made the.....day ofin the year.....

BETWEEN: _____ a company incorporated in the State of South Australia with its registered office at _____ (***the Company***) of the first part

AND: The party referred to in Schedule 1 (***the Licensee***) of the second part

RECITALS

- A. The Company is entitled to use and licence other users of the secrets, copyrights, processes, know-how or other intellectual property associated with '_____' aquaculture systems and has granted the Licence to the Licensee to use this intellectual property.
- B. The Licensee has requested the Company, and the Company has agreed, to provide the Licensee with Technical Services in connection with the use of the Licence in the development of Modules and the parties have entered this Agreement to record the terms on which services are to be provided.

NOW THE PARTIES AGREE as follows:

1. Interpretation

(1) In this Agreement the following definitions shall apply:

(2)

'Agreement' means this Consulting Services Agreement.

'Licence' means the licence to use the _____ Technology granted pursuant to the Licence Deed;

'Certificate of Readiness for Operation' the Certificate issued by the Company after inspection and approval of the completed construction of a _____ Module;

'Commercial Operation' means the operation of the _____ Module after issue of the Certificate of Readiness for Operation

'Commencement Date' means the date on which this Agreement is fully executed.

"_____" means the integrated fish farm Modules designed by _____, all components forming the _____ Modules and the Operation and Management systems related to the _____ Modules;

'_____ Module', 'FP Module' and FP _____ Module means an engineered, self-contained, water treatment system for the growing of aquatic animals on a commercial scale;

It consists of a Grow-out Basin and a Treatment Stack placed within the centre of the Basin. The Basin holds the water in which the animals are to

be grown. The Treatment Stack is fitted within the Basin partially submerged in the water;

From the bottom upwards the Treatment Stack is made up of; inlet screens, an undissolved solids separator, aeration diffusers, Bio-blocks, outlet screens, an undissolved solids airlift pump, a solids removal filter and a degassing system. The Grow-out Basin and all Treatment Stack components are designed and manufactured specifically as per _____ designs and specifications. The combination of these components assembled within the Basin confines and operated specifically to grow aquatic animals is defined as the _____ Module;

'Intellectual Property' includes but is not limited to the technology, copyrights, processes, know-how, designs, operations manuals, specifications of equipment and descriptions of operating principles and technology or other like rights particulars of which are in Schedule 2;

'Licence Deed' means Deed of Licence between the Company and the Licensee dated

'Manufacture' includes construct, assemble, produce or otherwise prepare for commercial use or exploitation;

'Processes' includes technologies, products, devices, processes or techniques;

'Product' means the products and/or processes set forth in Schedule 3 which incorporate the use of the Intellectual Property;

'Project' means the aquaculture development set forth in Schedule 4.

'Technical Services' means all activities required to be performed by a _____ specialist as specified under the Licence held by the Licensee and set out in Schedule 8.

- (3) A reference to persons shall include corporations; words including singular number shall include plural number and vice versa; words including a gender shall include all other genders.
- (4) A reference in this Agreement to a statute or a section of a statute includes all amendments to that statute or section passed in substitution for incorporating any of its provisions.
- (5) Except for the purpose of identification headings and underlinings have been inserted in this Agreement for the purpose of guidance only and shall not be part of this Agreement.
- (6) The Recitals shall form part of this Agreement.

本协议订立于.....年.....月.....日

订约方：_____，一家注册成立于南澳大利亚州的公司，注册办事处位于_____（“**该公司**”），作为甲方

和：附表 1 提述的一方（“**被许可人**”），作为乙方

叙文

- A. 该公司有权使用及许可其他用户使用与“_____”水产养殖系统有关的秘密、版权、工艺、技术诀窍或其他知识产权，并已向被许可人授予使用该知识产权的许可。
- B. 被许可人已要求该公司，该公司亦已同意向被许可人提供在开发模块过程中使用许可涉及的技术服务，且双方已订立本协议以记载提供服务所依据的条款。

现双方同意如下：

1. 释义

(1) 在本协议中适用下列定义：

(2)

“**协议**”指本咨询服务协议。

“**许可**”指依据许可契约授予使用_____技术的许可；

“**运作就绪证明书**”指该公司在检查和批准构建完成的_____模块后签发的证明书；

“**商业运作**”指签发运作就绪证明书后_____模块的运作

“**生效日期**”指本协议全面签立之日。

“_____”指由_____设计的综合养鱼场模块，构成_____模块的所有组件及有关_____模块的运作和管理系统；

“_____模块”、“**FP 模块**”及 **FP**_____模块指用于商业规模上养殖水生动物的工程、自给式水处理系统；

该系统包含生长池及位于池中心的处理组套。生长池保持动物生长所处的水源。处理组套安装在生长池内，部分没入水中；

处理组套从底部向上由以下部分组成：入口筛网、不溶性固体分离器、曝气扩散器、**Bio-block**、出口筛网、不溶性固体气压泵、固体颗粒去除过滤器及除气系统。生长池和所有处理组套的组件均为专门根据_____设计和规格设计和制造。生长池区域内专为养殖水生动物运作装配的这些组件组合被定义为_____模块；

“知识产权”包括但不限于技术、版权、工艺、技术诀窍、设计、操作手册、设备说明书、操作原理和技术说明或其他类似权利，详见附表 2；

“许可契约”指该公司与被许可人签订的日期为.....的许可契约；

“制造”包括建造、装配、生产或为商业使用或开发所做的其他准备；

“工艺”包括技术、产品、装置、工艺或技巧；

“产品”指附表 3 所列的结合使用知识产权的产品和 / 或工艺；

“项目”指附表 4 所列的水产养殖发展。

“技术服务”指被许可人持有的许可下指明的_____专家须履行的所有活动，载于附表 8。

- (3) 提述人之处须包括公司；包括单数的词语须包括复数，反之亦然；包括一个性别的词语须包括所有其他性别。
- (4) 本协议中提述法规或法规章节之处须包括对有关法规或章节的所有修订，此类修订通过批准以取代原文纳入其任何条文。
- (5) 除供识别之外，在本协议中插入标题和下划线仅供指示，不属于本协议的一部分。
- (6) 叙文须构成本协议的一部分。