



Release of Biological Material from the ANBG – Agreement

a. Declaration

I declare that the information contained in the Application is correct to the best of my knowledge and that the Biological Material supplied will only be used for the purpose/s specified in the Application and in accordance with this Agreement.

EXECUTION – for Organisations	
SIGNED for and on behalf of	[insert organisation name]
by	[signature of Authorised Representative]
Name	[insert name of Authorised Representative]
Position	[insert position of Authorised Representative]
Date	[insert date Authorised Representative signed]
in the presence of	[signature of witness] [electronic signature permitted]
Witness name	[insert name of witness] [electronic signature permitted]

EXECUTION – for Individuals	
SIGNED for and on behalf of	[insert individual name]
by	[signature of individual]
Date	[insert date individual signed]
in the presence of	[signature of witness] [electronic signature permitted]
Witness name	[insert name of witness] [electronic signature permitted]



b. Terms and Conditions

1. Definitions

1.1 In this Agreement, terms have the meaning set out below unless the context indicates otherwise:

Agreement means the *Release of Biological Material from the ANBG – Agreement* and attachments (if any);

animal has the meaning that it has in the EPBC Act;

Application means the *Release of Biological Material from the ANBG – Application* and attachments (if any);

Authorised Representative is a person authorised to sign the Agreement on behalf of an organisation;

Biological Material means the material supplied to the Recipient under the Permit and includes **animals, plants** and other **organisms**; all parts of that material; all parts derived from that material; the genetic and biochemical makeup of that material and the **progeny** of that material;

Commercial Use means a purpose or use that is intended or directed toward financial gain or reward including the development of new materials, products or processes from the Biological Material for economic exploitation;

DNP means the Director of National Parks and includes DNP's employees, officers, agents, and any staff supporting the DNP;

EPBC Act means the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*. See <https://www.dcceew.gov.au/environment/epbc>

EPBC Regulations means the *Environment Protection and Biodiversity Conservation Regulations 2025 (Cth)*;

genetic resources has the meaning that it has in the EPBC Act;

Non-Commercial Use means a purpose of use that is not intended for or directed towards commercial advantage or private monetary compensation;

organism has the meaning that it has in the EPBC Act;

Permit means the approved *Permit for the Supply of Biological Material for Non-Commercial Use* issued by the DNP under Part 17 of the EPBC Regulations to the Permit Holder;

Privacy Act means the *Privacy Act 1988 (Cth)*

progeny has the meaning that it has in the EPBC Act;

Recipient means the person/s supplied with Biological Material under the Permit;

2. Period of Agreement

2.1 Access to the supply of the Biological Material listed in the Permit is permitted for the period specified in the Permit, unless the Agreement is terminated earlier under condition 2.2. After the Permit period, Recipients need to re-apply to access Biological Material.

2.2 DNP may terminate the Agreement at any time by notifying the Recipient in writing. If the Agreement is terminated by DNP, the Recipient will not thereafter use, or cause, permit or allow to be used any of the Biological Material as stipulated in this agreement. The operation of this condition survives the termination of this Agreement.

3. Use of Biological Material

3.1 The Recipient will use the Biological Material only for the purpose specified in the Application and for Non-Commercial Use, unless otherwise approved by DNP in writing.

3.2 The Recipient must not sell or use the Biological Material for any Commercial Use or potential Commercial Use without the written agreement of DNP.

3.3 The purpose of accessing material must be consistent with the aims of the ANBG and not compromise research being conducted at the ANBG or the [Centre for Australian National Biodiversity Research](#) (CANBR).



3.4 Access to ANBGs Living Collection and other biological resources for scientific research and conservation applications, must be in a manner that is consistent with Australia's international obligations and legislative requirements

4. Transfer of Biological Material

- 4.1 The Recipient will not give the Biological Material to a third party without the prior consent in writing of DNP or under an agreement consistent with this Agreement.
- 4.2 The Recipient must not allow the Biological Material to be transferred to any person who intends to, or may reasonably be suspected to be likely to, use the Biological Material for a Commercial Use or potential Commercial Use, without the written agreement of DNP.

5. Acknowledgement

- 5.1 The Recipient must acknowledge DNP in any publications, promotional or educational material resulting from the use of the Biological Material.
- 5.2 Copies of reports and publications arising from activities in connection with the Permit must be provided to the ANBG as they become available.
- 5.3 The ANBG may request that the Recipient present to staff on the key findings arising from use of the Biological Material, where it is for research purposes.
- 5.4 Before contacting the media regarding the Biological Material, the Recipient agrees to provide DNP with a reasonable chance to comment.

6. Indemnity

- 6.1 DNP makes no representation or warranty of any kind, either express or implied, as to the identity, safety, merchantability or fitness, for any particular purpose, of the Biological Material.
- 6.2 The Recipient will at all times (during and after the period of the Agreement) indemnify DNP against any costs or liability incurred by DNP, arising from an act or omission of the Recipient or its Personnel in connection with the this Agreement.
- 6.3 The Recipient's obligation to indemnify DNP under this Agreement will survive the expiration or termination of the Agreement.
- 6.4 The laws of the Australian Capital Territory apply to this Agreement, and the courts of the Australian Capital Territory shall have non-exclusive jurisdiction in respect to any dispute under this Agreement.

7. Access and safety

- 7.1 Collection of the Biological Material will be done by ANBG staff, unless otherwise agreed in writing by DNP and the Recipient.
- 7.2 Subject to condition 7.1, if the Recipient is collecting the Biological Material without an ANBG staff member present, an identification badge should be worn, and the Recipient should identify themselves to ANBG staff working in the same area.
- 7.3 Collection of Biological Material is to occur within ANBG opening hours where possible. If access is required outside of these hours, advance notification is required. The Recipient is responsible for the security and use of any keys issued for this purpose. Keys must not be given or lent to any other person and must be returned when the Permit activities are complete, the Permit expires, or the Permit is terminated; whichever occurs first.
- 7.4 The Recipient must have their approved Permit with them when on the ANBG site in connection with Permit activities. Only personnel named on the Permit are authorised to undertake activities at the ANBG as stipulated by the Permit, subject to condition 7.1.
- 7.5 Vehicles and plant must not be taken beyond the public car park without prior permission of the DNP. Permission will normally be granted only to transport necessary equipment. Vehicle used for this purpose must comply with the ANBG speed limit of 20km per hour, keep to sealed roads and must park on garden beds or in a manner that blocks roads for other vehicle users. Drivers must drive in a safe manner to maintain the safety of pedestrians and take special care where roads intersect footpaths.



- 7.6 The Permit Holder is required to always conduct themselves with due diligence to maintain the safety of themselves and others.
- 7.7 The Permit Holder must not enter areas that are fenced or barricaded and must obey reasonable directions given by ANBG staff.
- 7.8 In the event of an emergency requiring the evacuation of the site the Permit Holder must immediately follow the instructions of ANBG staff. Frequent visitors must acquaint themselves with the emergency evacuation procedures.
- 7.9 While at the ANBG, the Permit Holder must abide by the provisions of the EPBC Act and is required to cause the least possible environmental interference to the ANBG, its plants and wildlife.
- 7.10 The Permit Holder must have public liability insurance of at least \$20,000,000 per claim and in aggregate, should they be required to attend the ANBG site to undertake activities as stipulated by their permit.