



Department of
Jobs, Precincts
and Regions

AgriBio – Crop Health Services
SAMPLE RECEPTION - MAIN LOADING DOCK
5 Ring Rd, La Trobe University Campus,
Bundoora, Victoria, 3083
Phone: 03 9032 7323 Fax: 03 9032 7604
Email: chs.reception@agriculture.vic.gov.au

CHS SPECIMEN SUBMISSION FORM

LAB USE
ONLY
AgriBio
Submission No.

Date specimen received (Office use):

CHS Project: AUSVEG Pilot21

CLIENT INFORMATION

Title:	Name:	Email:
Business name:		Grower name:
		Sample location:

Sample Location: Approximate location – Suburb / Town / postcode

Postcode:	State: VIC	Phone:	Fax:
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SPECIMEN DETAILS

Date specimen collected:	Date specimen forwarded:
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Accession no.: Office use only	Location/Grid ref.:	PO no.:
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TYPE OF SPECIMEN SUBMITTED

PLANT	SOIL	INSECT	OTHER (please specify):	Commercial crop	Garden	Nursery	Other (please specify)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Host Plant (Species, cultivar, variety):

Symptoms:

Notes (Include any excluded pests/diseases. Note any suspected exotic pest/disease):

	Middle	Edges	Patches	Scattered	Along rows	Random	Whole crop
Crop symptom pattern:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adjacent weeds symptoms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Leaves	Stem/Branch	Trunk	Roots	Fruit	Flowers	Whole Plant
Symptoms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insect presence?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


Soil sample provided? (May be useful where there is a lack of localised physical damage/infection).

Investigation requested (incl. suspected exotic?):

Please provide photo/s – including close up and wide angle. Good quality photos will aid diagnosis.

BACKGROUND INFORMATION

Percentage crop affected:	%		Age of plants			Problem evident previously?	
						Yes <input type="checkbox"/>	No <input type="checkbox"/>
Drainage:	Good	Fair	Poor			If Yes, when?	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Soil type:	Sand <input type="checkbox"/>	Loam <input type="checkbox"/>	Clay <input type="checkbox"/>	Potting media <input type="checkbox"/>	Hydroponic media <input type="checkbox"/>		
Irrigation:	Overhead <input type="checkbox"/>	Furrow <input type="checkbox"/>	Drip <input type="checkbox"/>	Other <input type="checkbox"/>	Rainfed <input type="checkbox"/>		

Spray & Fertiliser applications:	 <p>Accredited for compliance with ISO/IEC 17025 - Testing Accreditation No 14477</p>
Client signature:	
<p>NOTE: By signing above, you acknowledge the DJPR Terms of Business for Testing Services, including that de-identified summary data will be used by AUSVEG and AgVic to evaluate this anonymous reporting pilot. Should you wish to cancel tests recommended by CHS after receiving your Interim Report, please contact us within 24 hours to do so. If tests are cancelled, a minimum fee may apply.</p>	

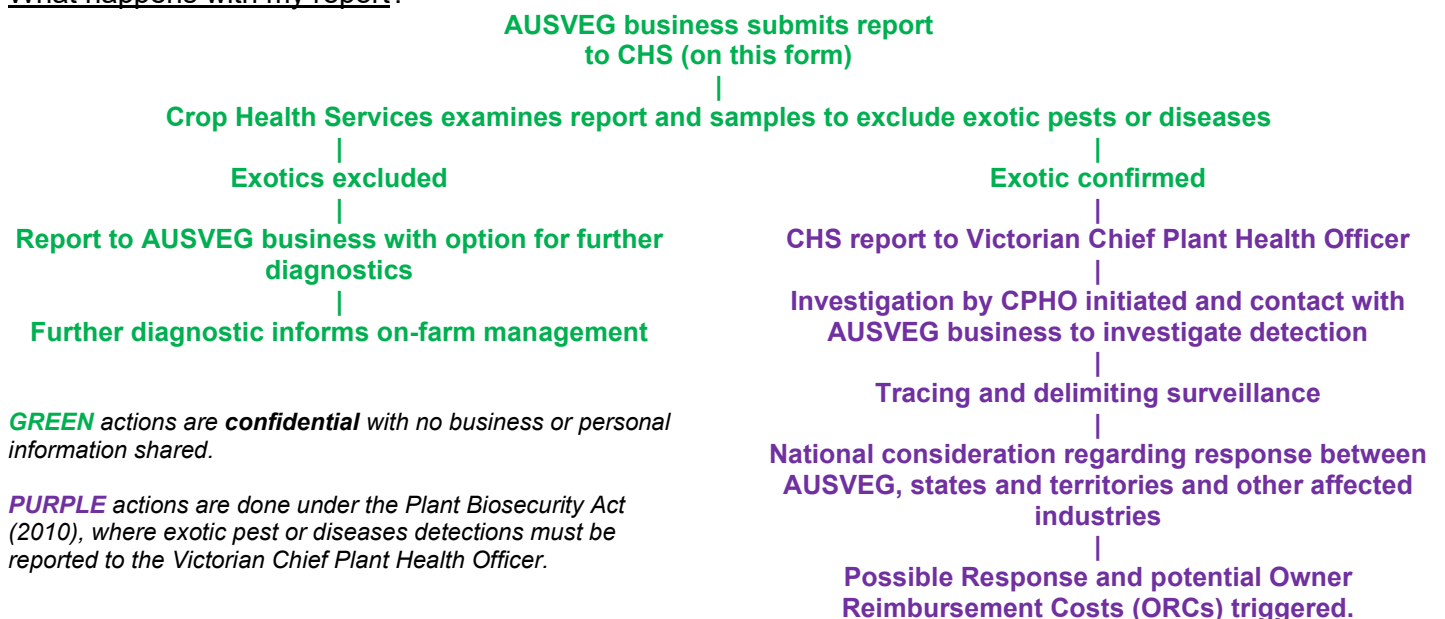
AUSVEG and the Victorian government Pilot: *Enhancing vegetable biosecurity through anonymous surveillance and reporting*

AUSVEG and the Victorian Government are piloting anonymous surveillance and reporting to support early detection and management of exotic pests and diseases (those that are currently not in Australia or not in your production region) in our vegetable industry. The Pilot provides a secure process for growers or their agronomist to confidentially submit reports and samples of suspect or potential exotic pests and diseases to Agriculture Victoria’s Crop Health Services (CHS) for diagnosis.

Advantages:

- Your report is managed confidentially, protecting your privacy
- Your business can continue trading without regulatory intervention while diagnosis is being completed.
- The only time identifiable business information is shared to Agriculture Victoria’s Biosecurity Services is for a confirmed exotic detection (see below)
- The vegetable industry will benefit from more suspected pest and disease samples coming in earlier, so if a rare case of an exotic is detected, it can be managed early, with an increased chance of eradication and protecting your crops.
- The diagnosis will:
 - exclude suspected exotic pests or diseases at no cost to you
 - enable you to cost effectively seek further diagnostics (at your expense) if your business requires advice to further inform pest/diseases management

What happens with my report?



Note that the scope of ORCs may be extended to cover costs for producer impacts where (for example) time sensitive crops are held pending decision whether to trigger a response. Several formal steps remain to enable this to further support growers where losses may be incurred in reporting and protecting their industry.

DJPR – TERMS OF BUSINESS FOR TESTING SERVICES

1. DEFINITIONS

In this Agreement, the following definitions apply:

Agreement means this agreement comprising these terms of business and the Details of Service. **Client** means the person or company requesting the Services identified in the Details of Service. **Confidential Information** of a party means all information treated by the disclosing party as confidential, and disclosed by the disclosing party to the other party or of which the other party becomes aware (whether before or after the date of this Agreement) except information that:

- (a) is public knowledge otherwise than as a result of a breach of confidentiality by the other party;
- (b) is already known to a party at the time of disclosure by the other party; or
- (c) is independently created by employees of a party without access to the other party's Confidential Information.

DJPR means the State of Victoria as represented by its Department of Jobs, Precincts and Regions (ABN 83 295 188 244).

Details of Service means, as applicable:

- (a) *plant diagnostic services* - the interim report (**Interim Report**) in relation to the Services issued by DJPR to Client (and sent in response to Client's submission form requesting testing services (**Submission Form**));
- (b) *tobacco testing* - the schedule and quotation issued by DJPR to Client (**TT Schedule**); or (c) *veterinary laboratory services* - either:
- (i) for testing of 50 samples or more, the quotation for the Services issued by DJPR to Client (**Quotation**); or
- (i i) for testing of less than 50 samples, the request made by Client to DJPR to conduct the Services according to the confidential 'Veterinary Laboratory Services Schedule of Tests and Charges' issued by DJPR from time to time (**Client Request**).

Results means the report detailing the results and outcomes of the Services to be provided by DJPR to Client in accordance with the Details of Service.

Services means the testing or diagnostic services to be performed by DJPR on the samples provided by Client as set out in the Details of Service.

Services Fee means the fees and other costs payable for the Services as set out in the Details of Service.

Third Party Claim means any claim, notice, demand, action, proceeding, litigation by, or judgement or award in favour of, a third party which arises directly or indirectly as a result of (1) DJPR's use in the performance of the Services of the material and information provided by Client, or (2) Client's exploitation of the Results.

2. COMMENCEMENT OF SERVICES, TERM AND TIMELINES

- 2.1. *Plant diagnostic services*: This Agreement and the Services will commence upon DJPR's receipt of the Submission Form and necessary supporting information from Client, and will continue until the Results have been delivered to Client in accordance with the Details of Service, unless (1) Client advises DJPR in writing that it does not wish the Services to be provided by 5pm of the next business day following receipt of the Submission Receipt Confirmation, or (2) terminated earlier pursuant to clause 11.
- 2.2. *Tobacco testing*: This Agreement and the Services will commence upon DJPR's receipt of the signed TT Schedule from Client within 14 days of its date and payment of the initial Services Fee detailed in the TT Schedule, and will continue until the Results have been delivered to Client in accordance with the Details of Service, unless terminated earlier pursuant to clause 11.
- 2.3. *Veterinary laboratory services*: This Agreement and the Services will commence (1) for testing of 50 samples or more, upon Client's confirmation to DJPR of acceptance of the Quotation within 30 days of its date, or (2) for testing of less than 50 samples, upon DJPR's acceptance of Client Request, and in each case will continue until the Results have been delivered to Client in accordance with the Details of Service, unless terminated earlier pursuant to clause 11.

Timelines

- 2.4. Client acknowledges that DJPR's primary role is to undertake analytical work for the State of Victoria, that DJPR has to give priority to such work, and that DJPR may delay the provision of the Services and the Results to Client to accommodate such work. DJPR will not be liable for any losses resulting directly or indirectly from any such delay (nor from Client's delay in providing necessary information to DJPR to provide the Services). DJPR will notify Client as soon as it becomes aware of anything which may delay the provision of the Services or the Results.
- 2.5. *Veterinary laboratory services*: A minimum of 7 days after receipt of the last sample from Client is required for completion of the Services. Client must provide 10 business days' notice prior to submitting 50 or more samples to DJPR, and which will require a Quotation.

3. FEES AND PAYMENT

- 3.1. Client must pay the Services Fee in the amounts and at the times specified in the Details of Service, or if not specified, within 30 days of the date of DJPR's invoice accompanying the Results. The Services Fee includes GST and DJPR will provide Client with an invoice which separately shows the GST.
- 3.2. DJPR will be entitled to charge interest on the Services Fee from the date the fee falls due until paid, at the relevant rate charged by the Westpac Banking Corporation on overdrafts in the amount of over \$1,000,000.00 and that interest will accrue from the date the payment falls due to the date the payment is made.
- 3.3. Client will pay any applicable additional charges that may necessarily result from or be incidental to the provision of the Services, including (1) courier services for transfer of samples to other laboratories for tests not conducted at DJPR's premises, (2) any changes in DJPR's costs which are beyond its control, (3) quarantine; (4) testing conducted outside of normal business hours to meet Client needs, (5) incineration/disposal of carcasses, infectious waste of animal origin, or noxious samples, and (6) storage of samples after completion of testing where requested by Client. DJPR will notify Client of any additional charges that may apply prior to commencement of testing.
- 3.4. *Examination fee for plant diagnostic services*: If Client advises DJPR that it does not wish the Services to be provided by 5pm of the next business day following receipt of the Submission Receipt Confirmation, Client must pay the examination fee specified in the

Submission Form to DJPR within 14 days of receipt of DJPR's invoice.

- 3.5. *Veterinary laboratory services for testing of less than 50 samples*: A minimum charge of \$27.50 (GST inclusive) applies to each submission of samples for testing. DJPR reserves the right to increase the charges listed in the 'Veterinary Laboratory Services Schedule of Tests and Charges' at any time.

4. CLIENT'S ROLE

- 4.1. Client must at its own cost provide DJPR with all material, information, and samples necessary for DJPR to provide the Services. Client will notify DJPR in writing of all safety or health hazards relating to the samples, and any special procedures for their handling, testing, storage, transport, and disposal (which will be undertaken at the cost of Client).
- 4.2. *Tobacco testing*: Client is responsible for (1) ensuring that samples supplied for testing are representative of the product or material to be analysed, (2) any preservation of sample integrity
- 4.3. *Veterinary laboratory services*: If applicable, Client must (1) provide DJPR with a quarantine schedule with anticipated bleed dates, dates of supply of samples and the date the Results will be required, and (2) specify the testing requirements and is responsible for ensuring that these will meet any requirements set down by DAWR or the destination country for export.

5. SERVICES

- 5.1. Following receipt of the samples and the necessary material and information from Client, DJPR agrees to provide the Services and the Results in accordance with the Details of Service and the terms of this Agreement (including clauses 2.4 and 2.5). Client acknowledges and agrees that once in the possession of DJPR the samples and any cultures and DNA isolated from the samples become the property of DJPR and that through provision of the Services the samples may be altered, damaged, lost or destroyed, and DJPR will have no liability to Client or any third party as a result.
- 5.2. Any variation to the Services specified in the Details of Service requested by Client will be subject to DJPR's agreement and may incur additional fees.
- 5.3. On conclusion of the Services, unless specified otherwise in the Details of Service, DJPR is not obliged to return any samples, whether in original form or otherwise, to Client unless otherwise agreed by DJPR and at the cost of Client. DJPR may in its absolute discretion store, experiment upon, destroy or otherwise deal with the samples and any cultures and DNA isolated from the samples as it sees fit, provided that DJPR will comply with the requirements of any relevant Acts, Regulations or guidelines.
- 5.4. DJPR, its officers, employees and agents will not be under any obligation to provide evidence or appear as expert witnesses in court proceedings as a consequence of the performance of the Services, and any request for them to do so will not be granted without the express written consent of the Head, DJPR or approved delegate.

6. RESULTS AND OTHER INTELLECTUAL PROPERTY

- 6.1. Subject to payment of the Services Fee, the Results will belong to Client. The Results may be used by DJPR for any purpose including use for statistical, surveillance, extension, certification and regulatory purposes in accordance with DJPR policies (e.g. for disease management or residue monitoring). Data extracted from the Results may be entered into databases kept for such purposes. The origin of the Results and identity of Client will be excluded from such data and will remain confidential unless required to be disclosed by law or other legitimate government requirement.
- 6.2. All methodologies, know-how, expertise, knowledge or other technology arising from the provision of the Services or existing prior to the commencement of the Services will be owned by or remain the property of DJPR.

7. CONFIDENTIALITY

Each party will keep the other party's Confidential Information confidential and will only use it for the purposes of this Agreement. The Results will be treated as Client's Confidential Information. Each party may disclose the other party's Confidential Information to its professional advisers subject to an obligation of confidence or to its responsible Minister of the Crown, and to the extent required by applicable law. Each party's obligation of confidentiality survives the expiry or termination of this Agreement. Subject to clause 6.1, upon termination or expiry of this Agreement, each party will destroy the other party's Confidential Information which relates to this Agreement, the Services or the Results, except that a party may retain any Confidential Information and records as required by law and as consistent with its rights under this Agreement.

8. WARRANTIES AND LIABILITY

DJPR will perform the Services according to proper professional standards. Subject to the foregoing, to the full extent permitted by law, all other express or implied terms or warranties in relation to this Agreement, the Services and the Results are excluded (including with respect to the accuracy of any information contained in the Results). Client interprets, uses and exploits the Results at its own risk and DJPR accepts no responsibility or liability for any person acting or relying on the Results. DJPR will not be liable for any special, indirect or consequential damages arising under or pursuant to this Agreement. To the full extent permitted by law, DJPR's total liability to Client for any loss or damage arising directly or indirectly in relation to this Agreement, the Services and the Results (including consequential, indirect or special loss or damages) is limited, at the option of DJPR, to supplying the Services again or payment of the cost of having the Services supplied again. Client releases and indemnifies and continues to release and indemnify DJPR (and its directors, officers, employees, agents and contractors) from and against any Third Party Claim.

9. DISPUTE RESOLUTION

If a dispute arises between the parties (**Dispute**), the parties agree to negotiate in good faith to resolve the Dispute and will refer resolution of the Dispute to their chief executive officers, or their nominees. If the Dispute has not been resolved by negotiation within a reasonable time then either party may refer the Dispute to mediation and will do so before initiating proceedings in a court to resolve the Dispute. A Dispute which is referred to mediation will be referred to the Australian Dispute Centre Limited (**ADC**) and be conducted in accordance with the ADC Guidelines for Commercial Mediation. If the Dispute has not been resolved within 30 days of referral to ADC either party is free to initiate proceedings in a court. Nothing in this clause will prevent a party from seeking interlocutory relief through courts of appropriate jurisdiction.

10. USE OF NAMES AND LOGOS

Client must not use the name or logo of DJPR or the State of Victoria or the names of staff of either organisation without the prior written consent of DJPR.

11. TERMINATION

Either party may terminate this Agreement on 7 days' written notice to the other party. DJPR may terminate this Agreement immediately if Client fails to make any payment when due. Upon termination, Client will pay to DJPR all unpaid Services Fees for Services completed at the date of termination. Clauses 2.4, 3.2, 3.3, 3.4, 5.1 (in relation to samples), 5.3, 5.4, 6 to 10, 12, 13 and this clause 11 survive the expiry or termination of this Agreement.

12. DEPARTMENT LIMITATION

To the extent that this Agreement applies to the State of Victoria, it is limited to the activities and resources of the Department of Jobs, Precincts & Regions.

13. GENERAL

13.1. This Agreement is governed by the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of courts exercising jurisdiction there in connection with all matters concerning this Agreement.

13.2. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, supersedes any previous offers, representations and agreements, and may only be amended or modified by written agreement between the parties. These terms of business prevail over the Details of Service if there is an inconsistency.

13.3. If any part of this Agreement is unenforceable, it will be read down if possible so as to be enforceable. If that is not possible, to the extent permissible according to law, such part of this Agreement will be severed to the extent of the unenforceability, and all other provisions of this Agreement will remain enforceable.