

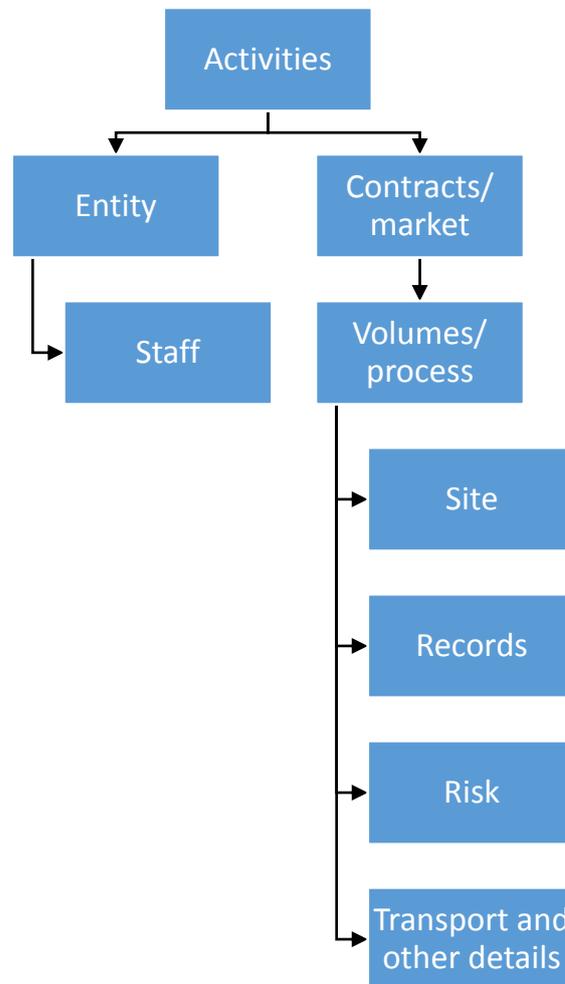
Cannabis Licence Application Summary

Decisions you'll need to make before you can apply for a licence to cultivate, produce, manufacture or research cannabis in Australia.

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Applying for a licence from the Office of Drug Control to allow you to work with medical cannabis is a complex process. This decision tree (and the table below it) gives details of some of the key decisions you'll have to make, and the information you'll have to gather, before you can actually lodge your application.



You'll have to make the following decisions and provide all of the information before you can apply for any licence.

Decision	Detail you need to put into your application
<p>Activities: Decide what activities you'd like to carry out: cultivation, production (picking and processing), manufacturing (creating drug products), research (either agricultural or medical).</p>	<p>Your application will have to specify which of these you intend to pursue.</p>

Decision	Detail you need to put into your application
Entity: Decide which entity (ie company, university) you're going to use to run the activities.	In the application, you'll have to specify: entity name, ACN, names of all directors and officers, names of associates (family and others close to directors and officers) as well as police checks on them, resumes of directors/officers, financial backing of the entity (or if you're doing research, where you funding will come from).
Staff	You'll have to provide a list of any current staff, along with their police checks, and also a copy of your written procedure on how to hire new staff (to ensure that they meet the stringent requirements of the regulations).
Contracts/market: If you're going to cultivate but not produce, you'll need to enter into a contract with an organisation that has a production licence. If you're going to do production but not manufacture, you'll need to enter into a contract with an organisation that has a manufacturing licence. If you're going to manufacture, you'll have to decide on your product(s) and market(s). If you're going to cultivate, you should work out what strain you're going to grow, and where you're going to get the seed stock from.	Your application will have to detail the contract(s) you have in place. If you're going to manufacture, you'll have to specify the name of the drug and its end use. If you're manufacturing for research you'll have to give details of the research (including researcher resumes). If manufacturing for clinical trials, details of the trial. If manufacturing for sale, you'll have to give details of the Therapeutic Goods Administration approval for the drug (which can take months to arrange).
Volumes/process: Once you have your contracts or market in place, you can decide what volume of production you're going to plan for. At this point you can start working out what production or manufacturing process you're going to use, what kind of machinery and storage, etc.	The regulations say that you have to submit copies of your Standard Operating Procedures, but the ODC forms don't require them.
Site: Once you have your volume and process in mind, you can select a suitable site. Before you apply, you'll need to either own or have at least a verbal agreement to lease this site.	Site address and area, lessor (if you don't own it), facilities for ODC to do inspections, site plan and floor plan. You'll have to specify measures to prevent unauthorised access, control of authorised access, equipment (eg CCTV) to prevent and detect unauthorised access, ensure physical security of the product, ensure against loss or theft.
Records:	You'll have to provide details of how you're going to record and track quantities of product (to ensure that none is unaccounted for).
Risk: You'll have to develop a risk management plan, and identify the major risks and mitigations involved.	Risk management plan

Decision	Detail you need to put into your application
Transport and other details: You'll have to work out how you're going to store and transport product securely. You'll have to work out what links you'll need with emergency services.	Details of how you're going to store and transport product. Details of how you're going to dispose of unwanted product. Details of the arrangements you're going to have with emergency services.



Standard terms and conditions

These are the standard terms and conditions under which Cannabis Consulting Australia Pty Ltd ("CCA") carries out work. In this document, "The Client" means the organisation for whom the work is carried out by CCA. "The Work" means (a) Consulting Services and (b) Other Services, except as otherwise specified. "Consulting Services" means the advice produced by CCA for The Client under this agreement as detailed in CCA's proposal, but excluding any material or advice produced in the performance of the Other Services. "Other Services" means the particular services subcontracted to a third party ("the Subcontractor") by CCA as detailed in a Statement of Work prepared for The Client by CCA. "Confidential Information" means any proprietary information or material which by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential. Confidential Information does not include information or material which (a) is or becomes generally available to the public (other than by a breach of an obligation in this paragraph), (b) is disclosed to a party by a third party without restriction by a third party and without any breach of confidentiality by the third party, or (c) is individually developed by a party.

These standard terms and conditions form part of any agreement between CCA and The Client, unless CCA sends a document to The Client stating otherwise.

1. **Governing Law:** This agreement is governed by the laws of New South Wales, Australia.
2. **Confidentiality:** Each party will hold the Confidential Information of the other party disclosed to or made otherwise available to it in commercial confidence. Each party may disclose the other party's Confidential Information when required to do so by law or any regulatory authority. CCA is permitted to provide The Client's Confidential Information to the Subcontractor for the purposes of performance of the Other Services. CCA will use all reasonable efforts to ensure that the Subcontractor holds the Confidential Information in commercial confidence in accordance with these terms and conditions. If a party asks for it, the other party will give all of the Confidential Information of the other party back to that party when The Work is completed.
3. **Copyright:** CCA owns all rights in The Work, except for parts of The Work that incorporate material developed by The Client or others. CCA grants The Client a non-exclusive license to use all parts of The Work whose rights are owned by CCA for The Client's internal business purposes.
4. **Warranties:** The Client warrants that none of the material it will send to CCA for inclusion in The Work violates the intellectual property rights of anyone else. The Client will defend CCA against any claim that part of The Work based on material supplied by The Client infringes a patent, copyright, trade mark or trade secret or any other intellectual property rights of any third party and The Client will pay the resulting costs, damages and legal fees.
5. **Employees:** The Client agrees not to employ any CCA employee for a period of one year after the completion of the Documentation Services. CCA agrees not to approach any employee of The Client with an offer of employment during the same period.
6. **Excusable Delay:** In the event of an act of God or any other circumstance beyond the control of the parties making it impossible for either party to complete their obligations under this agreement, the other party will not have the right to any remedy for non-completion of those obligations.
7. **Subcontract:** The Client agrees that CCA may subcontract Other Services to a Subcontractor.
8. **Indemnity:** CCA will try to ensure the correctness, completeness and utility of The Work, but the final responsibility for correctness, completeness and utility of The Work rests with The Client. For this reason, The Client agrees to defend CCA against any claim that the Consulting Services damaged The Client or any other party. The Client will pay resulting costs, damages and legal fees. CCA will try to ensure the Other Services are performed with due care and skill but otherwise accepts no responsibility or liability for the Other Services other than as set out in this Agreement. In carrying out the Consulting Services, to the extent permitted by law, CCA's liability, whether arising in contract, tort, negligence, equity, statute or otherwise, is limited to CCA reperforming and correcting the Consulting Services. If Other Services are required to be reformed, CCA will use its reasonable commercial efforts, as determined in its absolute discretion, to procure the Subcontractor to reperform the Other Services. In any event, to the extent permitted by law, CCA's liability, whether arising in contract, tort, negligence, equity, statute or otherwise, in relation to the Other Services is limited to the amount recoverable by CCA from the Subcontractor. Furthermore, The Client releases CCA from any liability to compensate The Client for damages and legal costs awarded against The Client in connection with The Work. The Client also agrees to indemnify CCA against any action by any party arising out of The Client's use of The Work.
9. **Client supplied material and equipment:** CCA will take reasonable care in the use and storage of client supplied material and equipment, but does not accept responsibility for any loss or damage to it.
11. **Billing:** CCA will invoice The Client for the services rendered in accordance with the defined milestones, unless otherwise specified in writing by CCA. The Client will pay each invoice received from CCA within fourteen days of the date at the top of that invoice. Where GST is chargeable, it will be added to the amounts invoiced, and The Client will pay that GST.
12. **Not legal practitioners:** CCA and its officers, employees and contractors are not qualified to give legal advice nor are they able to be admitted as legal practitioners nor are they able to provide advice or legal services as solicitors, solicitor corporations, barristers or solicitors as defined in the Legal Profession Act 1987 (as amended) and do not in any way hold themselves out as being able to do so. The Consulting Services may include recommendations for the specific purpose of the institution of a program and procedure in your organisation for compliance with various legislation. The Consulting Services should not, and cannot be taken to be legal advice or the advice of lawyers in connection with interpretation of the legislation nor are they provision of legal advice in respect of same legislation and they are not in substitution for legal advice that you may need or which may become necessary as a result of matters arising from or in connection with your legal obligations under any legislation. The purpose of the Consulting Services is to provide you with compliance advice in respect of the said legislation. Should you be seeking specific legal advice or need to seek such advice now or in the future in respect of interpretation of the provisions of legislation, or in respect of determination enforcement proceedings or legal proceedings in respect of any matters arising under any legislation then you should consult with your legal advisers.
13. **Termination:** If a party breaches these standard terms and conditions and the breach is not remedied within 30 days of receipt of a written notice requesting it to do so, the other party may terminate these standard terms and conditions immediately (or from such later date as it may nominate). A party may terminate immediately (or from such later date as it may nominate) these standard terms and conditions by written notice if the other party is deemed to be insolvent, ceases to carry on business or has a receiver, administrator,

administrative receiver or liquidator appointed. If these standard terms and conditions are terminated, The Client will pay CCA for all services already provided up to the completion of the most recent defined milestone, and for a proportion of any other work performed subject to negotiation between the parties.

14. Assignment: The Client must not assign, create an interest in or deal in any other way with any of its rights under these standard terms and conditions, without the prior written consent of CCA.

15. Entire Agreement: These standard terms and conditions are the entire agreement between The Client and CCA and supersede any prior arrangements and understandings.