

## Thailand-Australia Venture Exchange Program Participation Agreement

Program Details			
<b>Program Name</b>	Thailand-Australia Venture Exchange Program		
<b>Program Dates</b>	<b>Commencement Date:</b>		<b>Completion Date:</b>
<b>Program Delivery Contact</b>			
<b>Phone</b>		<b>Email</b>	
VEP Participant Organisation "You" (Business)			
<b>Organisation Name "You"</b> (must be a legal entity)			
<b>ABN</b>		<b>ACN</b>	
<b>Authorised Representative Name</b> (must be authorised to sign on behalf of entity)			
<b>Address line 1</b>			
<b>Address line 2</b>			
<b>Suburb/Area</b>			
<b>Country</b>		<b>Postcode</b>	
<b>Phone</b>		<b>Email</b>	
Your Nominated Participants			
<b>Nominated Participant</b>  You must nominate a key contact for the business who will take part in the Program such as a co-founder or executive. CSIRO will use the contact details provided for the purposes of the Program.	<b>Name</b>		
	<b>Role</b>		
	<b>Email</b>		
<b>Additional Nominated Participant/s</b>  You must nominate at least one additional Nominated Participant from the business, such as co-founder or executive, who will take part in the Program.  CSIRO will use the contact details provided for the purposes of the Program.  All Nominated Participants are required to read the Participation Agreement and willingly consent to participate in the Program.	<b>Name</b>		
	<b>Role</b>		
	<b>Email</b>		
	<b>Name</b>		
	<b>Role</b>		
	<b>Email</b>		
	<b>Name</b>		
	<b>Role</b>		
	<b>Email</b>		

<b>Program Activities and Contributions</b>	
<b>Program Activities</b>	<p>You will participate in the Venture Exchange Program (“VEP”, “Program”), delivered by the Commonwealth Scientific Industrial Research Organisation (CSIRO), as outlined in Schedule 1.</p> <p>The Program will run for 12 weeks, comprising of:</p> <ul style="list-style-type: none"> <li>• facilitated virtual workshops supporting development of cross-border value propositions, developing an overseas engagement and entry strategy, communications across borders, IP and legal arrangements across borders and effective demonstrations, pilots or collaborative research projects</li> <li>• direct facilitation and coaching from Program Facilitator and Expert-in-Residence, and Advisory Group</li> <li>• travel and in-person experiences. Nominated Participant/s will attend in-person activities scheduled to take place in the home country and in target country. Travel Allowance specified below in section ‘Travel Allowance Details’, will support the reasonable costs of accommodation and transport of one Nominated Participant</li> <li>• facilitated connections: coordinated site and facility visits and connections including to relevant research organisations, businesses, incubators, accelerators, government agencies and investors.</li> </ul> <p>When Nominated Participants participate in Program Activities, it is an opportunity for everyone in the cohort to listen, share and learn from each other. You and your Nominated Participants should not share sensitive commercial or technical information and be mindful of your IP strategy, when participating in these events, as confidentiality cannot be assured.</p> <p>Should you elect to pursue further work beyond the scope of the Program and all Program Activities with parties whom you meet through the Program, this further work is beyond the scope of this Agreement and will be the subject of a separate agreement between those parties, and for which You are responsible.</p> <p>Further detail of Program Activities are specified in Schedule 1.</p>
<b>Your Contribution</b>	<p>Your Nominated Participants will be available to actively participate in Program Activities for the full duration of the Program, in accordance with the Program Guidelines available on the CSIRO Thailand-Australia Venture Exchange Program website.</p> <p>During the Program it is estimated an average commitment of approximately 3 hours per week will be required, to participate in online sessions, mentoring and self-paced study. This does not include in-person Program Activities which will require travel and immersive learning within Australia and to Thailand as outlined in Schedule 1.</p> <p>You are responsible for any costs associated with:</p> <ul style="list-style-type: none"> <li>• You and Your Nominated Participants’ time and effort in the Program Activities</li> <li>• travel, excluding that provided by CSIRO under Travel Allowance</li> </ul>
<b>Media Consent and Use of Name Details</b>	<p><b>CSIRO</b></p> <p>CSIRO may take photographs, audio and/or video recordings of the Program Activities. This may include photographs, audio and/or video recordings of individual Participants participating in the Program Activities as part of the Program. Photographs, audio and/or video recordings captured as part of the Program may be shared with other third parties (such as Program delivery partners, sponsors, and collaborators) and may be published by CSIRO including on its website.</p> <p><b>Use of Name</b></p> <p>Your business name and logo, high-level outline of your solution and technology may be used publicly, with information published on the CSIRO and sponsor websites and social media channels.</p> <p>We may approach you at any time during your participation in the Program to request your inclusion in Program case studies and promotional material.</p>
<b>Program Acknowledgement and Promotions Details</b>	<p><b>Announcement of and promotion of participation in the Program</b></p> <p>You will refrain from publicly announcing your selection for/participation in the Program until the Participation Agreement is fully executed.</p> <p>You will adhere to guidance provided by CSIRO on all approved statements provided to you on use of imagery to formally announce your participation in the Program as well as participation in subsequent Program Activities.</p>

<p><b>Documentation and Reporting Details</b></p>	<p>You will be required to submit the following Documentation and Reporting.</p> <p><b>Baseline Survey</b></p> <ul style="list-style-type: none"> <li>• at the commencement of the Program You must complete and submit a baseline survey on some key business performance metrics.</li> <li>• to be submitted by the Schedule 1 due date or earlier.</li> </ul> <p><b>Final Program Report</b></p> <ul style="list-style-type: none"> <li>• at the conclusion of Program Activities you must submit a Final Program Report that outlines if and how your cross-border collaboration/s and commercial activities have progressed</li> <li>• to be submitted by the Schedule 1 due date or earlier.</li> </ul> <p><b>Ad hoc reporting:</b></p> <ul style="list-style-type: none"> <li>• You must also notify CSIRO in writing of any changes that would hinder Your or any Nominated Participants' participation in the Program.</li> <li>• You must also notify us of significant events or achievements relating to your participation and cross border activities and provide reasonable access to or an invitation to be included in public promotional opportunities for our program representative/s to attend.</li> </ul> <p><b>Post-program Survey</b></p> <ul style="list-style-type: none"> <li>• at 12 months post the Program conclusion, You must complete and submit a survey on some key business performance metrics, supporting our understanding of how you and your cross-border collaboration activities have generally progressed since completion of the Program.</li> <li>• must be returned within four weeks of receiving the online survey request.</li> </ul>									
<p><b>Travel Allowance Details</b></p>	<p>You will receive a Travel Allowance to support costs of one Nominated Participant attending the in-person travel experiences, up to the maximum allowance amounts for each eligible cost and up to the total maximum allowance, to support only the eligible costs below, and only on receipt of an invoice by You that must include tax receipt for flights and accommodation expenses.</p> <p>The Travel Allowance contributes to reasonable costs only for flights and accommodation necessary for attending in-person activities, as determined by the Program Delegate. The maximum travel allowance covers both in-person immersion weeks in Australia and Thailand and is subject to the Participating Organisation's management of the travel budget.</p> <p>Eligible air transportation is limited to an economy class fare for each sector travelled; where non-economy class air transport is used only the equivalent of an economy fare for that sector is eligible expenditure. Where non-economy class air transport is used, the Participant Organisation must provide evidence showing what an economy airfare cost for that flight at the time of travel.</p> <p>The Travel Allowance is subject to Nominated Participant's full attendance at the in-person travel as scheduled.</p> <p>Additional Nominated Participants may attend the in-person experiences, at Your cost. Any other travel by Nominated Participants to support Program Activities is at the Your cost.</p> <p>All Nominated Participants are responsible for all travel insurance, medical expenses and medical clearance, and risk assessment in relation to any travel associated with the Program.</p> <table border="1" data-bbox="379 1467 1449 1921"> <thead> <tr> <th>In-person travel experience</th> <th>Maximum Travel Allowance (total)</th> <th>Eligible costs</th> </tr> </thead> <tbody> <tr> <td><b>Travel 1 Thailand</b></td> <td>AUD \$4,000 (inc. GST) <ul style="list-style-type: none"> <li>• maximum flight allowance \$2,000</li> <li>• maximum accommodation allowance \$2,500</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• Flights, tax receipt required.</li> <li>• Accommodation, tax receipt required.</li> <li>• If the maximum allowance is reached, no further (flight, accommodation) allowances can be claimed.</li> </ul> </td> </tr> <tr> <td><b>Travel 2 Australia</b></td> <td>AUD \$2,000 (inc. GST) <ul style="list-style-type: none"> <li>• maximum flight allowance \$1,000</li> <li>• maximum accommodation allowance \$1,500</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• Flights, tax receipt required</li> <li>• Accommodation, tax receipt required</li> <li>• If the maximum allowance is reached, no further (flight, accommodation) allowances can be claimed.</li> </ul> </td> </tr> </tbody> </table>	In-person travel experience	Maximum Travel Allowance (total)	Eligible costs	<b>Travel 1 Thailand</b>	AUD \$4,000 (inc. GST) <ul style="list-style-type: none"> <li>• maximum flight allowance \$2,000</li> <li>• maximum accommodation allowance \$2,500</li> </ul>	<ul style="list-style-type: none"> <li>• Flights, tax receipt required.</li> <li>• Accommodation, tax receipt required.</li> <li>• If the maximum allowance is reached, no further (flight, accommodation) allowances can be claimed.</li> </ul>	<b>Travel 2 Australia</b>	AUD \$2,000 (inc. GST) <ul style="list-style-type: none"> <li>• maximum flight allowance \$1,000</li> <li>• maximum accommodation allowance \$1,500</li> </ul>	<ul style="list-style-type: none"> <li>• Flights, tax receipt required</li> <li>• Accommodation, tax receipt required</li> <li>• If the maximum allowance is reached, no further (flight, accommodation) allowances can be claimed.</li> </ul>
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<p><b>Program Material</b></p>	<p>All material provided to you by CSIRO in relation to the Program and the Program Activities. This may include material provided by a third party during the Program Activities.</p>									

This proposal to enter into an Agreement (which will consist of this cover page, the terms overleaf and any attachments) is valid for 7 days from the date of issue.

To accept this proposal, please sign below and return all the pages of the Agreement to the VEP Team via email: [vep@csiro.au](mailto:vep@csiro.au)

By signing below you confirm, on behalf of the VEP Participant Organisation, that:

- the Organisation accepts the terms of this Participation Agreement and CSIRO's Code of Conduct; and
- identified Nominated Participants have provided their consent to the handling of their personal information as described in the Terms of this agreement and the VEP Privacy Statement

**CSIRO Delegate**

\_\_\_\_\_ by \_\_\_\_\_ on \_\_\_\_\_  
*[Signature]* *Program Delegate* *[Date: DD/MM/YY]*

**VEP Participant Organisation**

\_\_\_\_\_ by \_\_\_\_\_ on \_\_\_\_\_  
*[Signature]* *Authorised Representative Name* *[Date: DD/MM/YY]*

SAMPLE

## 1 Definitions

'**Agreement**' means these terms together with the cover page and any attachments.

'**Confidential Information**' means all information disclosed in any form or media, which is by its nature confidential or which the Discloser identifies as confidential, and includes all copies, notes and records made of such information, but does not include Participant Organisation Confidential Information.

'**Program Materials**' means any materials owned or provided by CSIRO (together with any IP in same) which are made available by CSIRO (or its contractors) in connection with the Program Activities.

'**CSIRO**' means the Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230, having its principal office at Building 101, Clunies Ross Street, Acton, ACT, 2601.

'**Discloser**', in respect of Confidential Information, means a party to the extent that they disclose Confidential Information to another party under this Agreement.

'**GST**' has the meaning as in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

'**IP**' means any rights in any existing or future copyright work, patentable invention, design, circuit layout, new plant variety or trade mark.

'**Participant**' means any person who engages in or participates in the Venture Exchange Program delivered by CSIRO, including third parties.

'**Payment Terms**' means the payment terms for the Travel Allowance specified in the Travel Allowance Details.

'**Program**' means the Venture Exchange Program.

'**Travel Allowance**' means the travel allowance specified in the Travel Allowance Details.

'**Participant Organisation Confidential Information**' means any information that is confidential in nature, which relates to Your research technology or business proposal it is developing in connection with the Program.

'**you**' or '**your**' means the entity described on the cover page under 'VEP Participant Organisation'.

Other capitalised expressions used in this Agreement have the meanings given to them in the cover page or as otherwise specified.

## 2 Your Responsibilities

2.1 You will ensure that you and your Nominated Participants:

- a. participate in the Program Activities and conduct themselves to professional standards and in accordance with the terms of this Agreement, the Program Guidelines available on the [Venture Exchange Program website](#);
- b. are each aged 18 years or older at the time your application is made to the Program;
- c. provide to CSIRO all the documentation and reports specified under Documentation and Reporting Details;
- d. spend the Travel Allowance in accordance with any requirements specified in this Agreement and the Program Guidelines available on the Venture Exchange Program website;
- e. participate in program and post-program reporting specified in the Documentation and Reporting Details;
- f. Comply with [CSIRO's Code of Conduct](https://www.csiro.au/en/About/Policies/Code-of-Conduct) <https://www.csiro.au/en/About/Policies/Code-of-Conduct> as amended from time to time, to the extent that it is applicable and is not inconsistent with the terms of this Agreement;
- g. are made aware of the provisions under this Agreement by you and provide whatever consents and permissions are needed in order for you to comply with this Agreement;
- h. make Your Contribution in a timely manner;
- i. promptly notify CSIRO via email ([vep@csiro.au](mailto:vep@csiro.au)) if you become aware of any circumstances which might affect you or your Nominated Participants from fully participating in the Program Activities; and
- j. disclose any potential conflict of interest in connection with this Agreement via email ([vep@csiro.au](mailto:vep@csiro.au)). You will take steps as CSIRO reasonably requires to deal with the potential conflict. If you do not deal with the conflict as required, CSIRO may terminate the Agreement by notice in writing.

2.2 You must ensure that, while on CSIRO or other hosted premises or using online resources made available in connection with this Agreement, Nominated Participants comply with all lawful and reasonable directions given by CSIRO or by its personnel concerning:

- a. the security and the health and safety of any person;
- b. the use of any equipment, materials or facilities;
- c. the use of any computer, electronic or telecommunications device, software, databases or on-line services and any user policies which apply;
- d. compliance with CSIRO's Code of Conduct. You will take steps as CSIRO reasonably requires to deal with any potential breaches of CSIRO's Code of Conduct, including removing Participants from the Program Activities.

2.3 You will be responsible for securing appropriate visa/s in relation to any travel associated with the Program.

- 2.4 CSIRO is committed to providing a safe and inclusive workplace environment through eliminating and preventing all forms of workplace discrimination, harassment and bullying. Participants shall report all conduct that amounts to bullying, harassment or sexual harassment including unwelcome conduct in accordance with CSIRO's Code of Conduct <https://www.csiro.au/en/About/Policies/Code-of-Conduct> (as updated from time to time) and/or report to you in accordance with your procedures, as relevant.

### 3 CSIRO's Responsibilities

- 3.1 CSIRO will:
- a. provide a primary point of contact for You, and the Nominated Participants;
  - b. lead the Program Activities;
  - c. provide the Travel Allowance;
  - d. ensure that Expert-in-Residence, mentors, or other experts formally participating the Program enter into an agreement with CSIRO to protect Confidential Information and Confidential Information disclosed by Your Nominated Participants in the course of the Program.
- 3.2 CSIRO will pay the Travel Allowance in accordance with the Payment Terms, including upon the full attendance by the Nominated Participant at the in-person travel experiences and events as scheduled..
- 3.3 CSIRO may by notice withhold payment of any amount of the Travel Allowance where it reasonably believes:
- a. you have not complied with this Agreement;
  - b. you are unable to undertake the Program Activities;
  - c. the Travel Allowance is being used to support the costs of any activity that would be reasonably anticipated to bring the Program into disrepute; or
  - d. there is a serious concern relating to the VEP Participant Organisation, or this Agreement that requires investigation.
- 3.4 A notice under clause 2.3 will contain the reasons for any payment being withheld and the steps you can take to address those reasons.
- 3.5 CSIRO will pay the withheld amount once you have satisfactorily addressed the reasons contained in the notice under clause 2.3.
- 3.6 You must provide an invoice which includes your Australian Business Number (AU) /Unique Entity Number (SG) / organisation registration number in your country (SG affiliate) to CSIRO before CSIRO makes a payment to you. If you are registered for GST, this should be a tax invoice. If GST is not payable CSIRO may require you to provide a statement to this effect.
- 3.7 You will be responsible for paying any GST, income tax or superannuation contributions relating to your provision of services to CSIRO. If CSIRO is obliged to pay any such taxes or contributions it will deduct an amount equal to such payment from the Travel Allowance.

### 4 Intellectual Property

- 4.1 Ownership of IP in Program Materials is not affected by this Agreement. CSIRO grants you a non-transferable, non-exclusive, royalty-free right to use the Program Materials in connection with the Program Activities.
- 4.2 If CSIRO provides you with any material belonging to a third party, CSIRO will notify you of any conditions attached to the use of such material and you must use this material only in accordance with these conditions.
- 4.3 Each party is responsible for the safe-keeping of any Program Material or other material that is provided to it or created by it in the course of the Program Activities.
- 4.4 As between the parties to this Agreement, CSIRO does not make any claim over new IP brought into existence by you or Participants as part of or for the purpose of the Program Activities.

### 5 Participating in Program Activities

- 5.1 Elements of the Program Activities may provide an open forum for Participants to share ideas and experiences. People may learn from and build on the information shared by Participants in such forums.
- 5.2 Confidential treatment of information shared in open forum as part of the Program Activities cannot be assured. Participants are not required to keep such information confidential.
- 5.3 You should ensure that You and your Nominated Participants limit information disclosed to others involved in the Program Activities accordingly, including to other participants in the Program. You should consider putting in place appropriate IP and/or confidentiality arrangements with third parties where relevant.

### 6 Privacy

- 6.1 In this clause, 'Personal Information', 'Registered Privacy Code' and 'Australian Privacy Principles' have the meaning given to them in the *Privacy Act 1988* (Cth) (Act).

- 6.2 CSIRO is bound to protect personal information in accordance with the *Privacy Act 1988*.
- 6.3 CSIRO collects Personal Information, including sensitive information of participants for the purposes of delivering the Program. This personal information may include Participants' name, business address, email address and mobile number. You agree that CSIRO will collect, use and disclose the Nominated Participants' personal information in accordance with the VEP Privacy Statement and [CSIRO Privacy Policy](https://www.csiro.au/en/about/policies/privacy) <https://www.csiro.au/en/about/policies/privacy> for the purposes of facilitating the Program.
- 6.4 By signing this Agreement you acknowledge that Your Nominated Participants have been informed of the VEP Privacy Statement and [CSIRO Privacy Policy](https://www.csiro.au/en/about/policies/privacy) <https://www.csiro.au/en/about/policies/privacy> and have provided their consent to the handling of their personal and sensitive information in the ways described in the [VEP Privacy Statement](#) and [CSIRO Privacy Policy](#) and for the purposes of the Program.
- 6.5 CSIRO may disclose Personal Information to research partners, collaborators and sponsors located outside of Australia for the purposes of delivering the Program. By signing this agreement, you acknowledge that this information may not be subject to the requirements of the Privacy Act once disclosed to entities located outside of Australia.
- 6.6 As a Participant you must:
- comply with any directions given to you by CSIRO in relation to your use of Personal Information;
  - assist CSIRO to meet its obligations in relation to Personal Information collected, used or disclosed in connection with the Program;
  - not use or disclose any Personal Information that you acquire, other than for the purposes of your role as a Participant. You also agree that you will take all reasonable steps to secure that Personal Information to ensure that it is not capable of being accessed by third parties;
  - delete or return any Personal Information disclosed to you by CSIRO at the conclusion of your participation in the Program.

## 7 Confidential Information

- 7.1 The parties acknowledge and agree that:
- Participants should not disclose sensitive Participant Organisation Confidential Information to CSIRO, Expert-in-Residence, mentors or other Participants. You should take all reasonable steps to ensure you do not disclose material which would undermine your ability to secure patent or other protection for Participant Organisation Confidential Information, or which would jeopardise or hinder your commercial activities; and
  - this clause 6 covers the parties' obligations in relation to Confidential Information disclosed as part of administering and managing the Program Activities.
- 7.2 Each party must comply with any directions given by a Discloser as to the use of Confidential Information.
- 7.3 Unless notified otherwise in writing by the Discloser, and subject to clause 6.6, each party must keep all Confidential Information of the Discloser confidential until that information enters the public domain other than by any breach of this Agreement.
- 7.4 A party must promptly notify the other party if they become aware of any unauthorised disclosure of Confidential Information.
- 7.5 The obligation to maintain the confidentiality of Confidential Information does not apply to information:
- created independently of the Confidential Information;
  - rightfully known by you as a consequence of the information being disclosed from an independent source without any limitation on its use and disclosure; or
  - in the public domain (other than as a result of a breach of this Agreement).
- 7.6 Each party may disclose a Discloser's Confidential Information or any other party's Confidential Information if required by law, but only to the extent of that legal requirement and after appropriate action is taken to protect the form and content of the disclosure.
- 7.7 Notwithstanding the foregoing in this clause 6:
- CSIRO may disclose Confidential Information of the Discloser to a responsible authority if CSIRO, acting reasonably, deems the information to expose or relate to a potential risk to public health or safety; and
  - CSIRO may disclose Confidential Information of the Discloser to its responsible government Minister or in response to a request by a House of Parliament or a Committee of Parliament.
- 7.8 The Participant must promptly notify the Discloser if it becomes aware of any unauthorised disclosure of Confidential Information.

## 8 Photographs

- 8.1 CSIRO or a photographer engaged by CSIRO may take photographs, audio and/or video recordings of the Program Activities. Nominated Participants give permission for CSIRO to use these images in promotional material and social media in relation to the Program as set out in the Media Consent and Use of Name Details, and your participation in the Program Activities.

## 9 Branding

- 9.1 You may use the CSIRO and Program name or trade marks to describe your participation in the Program Activities in accordance the requirements set out in the section 'Program Acknowledgement and Promotions Details'. You must not (and must ensure that your Participants do not) otherwise use CSIRO (including Program) name or trade marks in a manner which suggests CSIRO endorses or is otherwise associated with your technology, business, products or services. In no case may you or your Participants use CSIRO's logos without CSIRO's prior written consent.
- 9.2 CSIRO may use your name or trade marks in relation to the Program, in promotional material for the Program, from the Commencement Date continuing for a period of 36 months after Completion Date as set out in the Media Consent and Use of Name Details. You will provide a current version of your logo for CSIRO to use in accordance with this Agreement. CSIRO must not otherwise use your logos without your prior written consent.
- 9.3 CSIRO may publicise your participation in the Program including using the VEP Participant Organisation's and CSIRO's name and logo, and details of the project on public media, internet and other announcements during and after the Term. If requested by CSIRO, you will assist and cooperate in developing a case-study or other publicity regarding the Program for use by CSIRO on its website and other publicity activities. This process may result in one or more agreed joint press-releases.
- 9.4 Notwithstanding anything else in this Agreement, you must not issue any press release, public statement or public announcement with respect to this Agreement without CSIRO's prior written consent.

## 10 Liability

- 10.1 The Program Activities and Program Materials provide general information, rather than specific advice to your or your Participant's circumstances.
- 10.2 You acknowledge that you:
- are responsible for managing the confidentiality of your Confidential Information and the Participant Organisation Confidential Information in connection with the Program Activities;
  - must use your own judgement when using Program Materials made available to you under this Agreement;
  - exercise any right to exploit or commercialise any technology or materials created by you or your Participants at your own risk;
  - must use your own judgement as to the applicability and fitness for purpose of the Program Material and your technology or materials for your specific circumstances;
  - will make your own inquiries to determine whether the exercise of any right to exploit or commercialise your technology or materials will infringe any third party's IP; and
  - will make your own inquiries and use your own judgement as to the applicability and fitness for purpose of general advice or information provided by CSIRO or its subcontractors in the course of the Program Activities.
- 10.3 CSIRO excludes all terms, conditions, guarantees and warranties that otherwise apply by custom, the general law or statute in connection with this Agreement, except to the extent the exclusion of which would contravene any statute or cause this clause to be void or unenforceable ('**Non-Excludable Condition**').
- 10.4 To the extent permitted, CSIRO's liability to you for breach of any Non-Excludable Condition is limited at CSIRO's option to:
- for services:
    - providing those services again; or
    - paying the cost of having those services provided again;
  - for goods:
    - replacing the goods; or
    - paying the cost of replacing the goods.
- 10.5 To the full extent permitted by law CSIRO will not be liable for any special, indirect or consequential damages, loss of anticipated profits or loss of revenue, arising from this Agreement.
- 10.6 Each party's liability under this Agreement is reduced to the extent that any damages, liability, loss or costs arises from, or is attributable to, any negligent or unlawful act or omission of the other party or its officers, employees, agents or contractors.

## 11 Insurance

- 11.1 You must ensure you have and maintain during the Term, appropriate insurance arrangements, including public and product liability, professional indemnity and workers compensation and employer's liability insurance required by applicable law, in relation to the Program Activities and Your Nominated Participants.
- 11.2 You will be responsible for all travel insurance cover (travel and associated items) for any travel related activities associated with the Program.
- 11.3 Nothing in this clause limits the other obligations and liabilities of any party under this Agreement or at law.

## 12 Dispute Resolution

- 12.1 If there is a dispute between you and CSIRO that cannot be resolved ("Dispute") then the matter must be referred to the Resolution Institute for mediation in accordance with the Resolution Institute Mediation Rules operating at the time the dispute is referred to the Resolution Institute. The mediation must take place in Sydney, Australia and be administered by the Resolution Institute.
- 12.2 This clause shall survive termination of this Agreement.
- 12.3 Nothing in this clause prevents a party from seeking urgent interlocutory relief.
- 12.4 CSIRO may disclose any information regarding the Dispute to its responsible government Minister, House of Parliament or a Committee of Parliament.

## 13 Termination

- 13.1 Either party may terminate this Agreement by 15 days' notice in writing; immediately where either party becomes insolvent or an application is made to wind up the party in the case of insolvency; or immediately if:
  - a. any representation made by You in this agreement is untrue;
  - b. you persistently fail to meet your obligations under this Agreement despite receiving a reasonable number of written warnings from CSIRO;
  - c. in CSIRO's reasonable opinion, CSIRO's name standing and reputation is brought into disrepute by you or any of your Participants or by being associated with you or any of your Participants or as a result of any restructure or controversy affecting you or any of your Participants.
- 13.2 This Agreement can be terminated by a party by written notice if any party breaches a term of this Agreement and fails to remedy the breach within 30 days after receiving written notice requiring it to do so.

## 14 General

- 14.1 Each party warrants that it has the full power to enter into this Agreement. Each party acknowledges that it has been given an opportunity to seek independent legal advice in relation to this Agreement and is not executing this document in reliance upon a promise, representation, advice, statement or information of any kind given by the other party otherwise than as expressly set out in this Agreement.
- 14.2 This Agreement and the circumstances surrounding it do not create any relationship of employment, partnership, agency between you and CSIRO.
- 14.3 This Agreement records our entire agreement and supersedes all earlier agreements and representations that may have been made in relation to its subject matter.
- 14.4 This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.
- 14.5 This Agreement is governed by the law of Australian Capital Territory, Australia.
- 14.6 This Agreement or a right created under it may only be amended, supplemented, replaced, novated, waived or varied in writing executed by all parties.

## Schedule 1 – Program Activities

Activities	Your Participation	Date From	Date To
<b>Onboarding</b>	Activate your VEP curriculum platform account and complete all instructed onboarding steps.		
<b>Documentation, Reporting and Evaluation</b>	Baseline survey		
<b>Program Activities Sprint A</b>	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, mentors and complete eLearning modules.		
<b>Travel 1 Thailand</b>	Participate in all scheduled in-person experiences and events.		
<b>Travel Allowance</b>	Travel allowance (for travel 1) invoice submitted by you at the conclusion of travel. Payment issued, subject to in-person attendance and provision of agreed tax invoice by you.		
<b>Program Activities Sprint B</b>	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, mentors and complete eLearning modules.		
<b>Program Activities Sprint C</b>	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, mentors and complete eLearning modules.		
<b>Travel 2 Australia</b>	Participate in all scheduled in-person experiences and events.		
<b>Travel Allowance</b>	Travel allowance (for travel 2) invoice submitted by you at the conclusion of travel. Payment issued, subject to in-person attendance and provision of agreed tax invoice by you.		
<b>Program Activities Sprint D</b>	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, mentors and complete eLearning modules.		
<b>Documentation, Reporting and Evaluation</b>	Final Program Report		
<b>Documentation, Reporting and Evaluation</b>	Post Program Survey		