



India Australia Technology Commercialisation Challenge Participation Agreement

India Australia Innovation Technology Challenge ("Challenge") Details				
Challenge Name	The Technology Commercialisation Challenge (TCC)			
Challenge Dates	Commencement Date:		Completion Date:	
Challenge Delivered By	CSIRO Innovation Programs			
Contact	TCC team via TCC@csiro.au			

Participating Research Organisation "You"				
Organisation Name "You" (must be a legal entity)				
ABN/ACN				
Authorised Representative Name (must be authorised to sign on behalf of entity)				
Address				
Phone		Email		

Your Nominated Participants		
<p>Nominated Participants</p> <p>You <u>must</u> nominate no less than two individuals who will actively participate in the Challenge, as outlined below, and specify who will act as the key contact. CSIRO will use the contact details provided for the purposes of the Challenge.</p> <p>You <u>must</u> nominate:</p> <ul style="list-style-type: none">• A Lead Researcher• A Commercialisation and or Technology Transfer Manager/personnel <p>CSIRO will use the contact details provided for the purposes of the Challenge.</p> <p>All Nominated Participants are required to read the Participation Agreement and willingly consent to participate in the Challenge.</p>	Key Contact Name	
	Role (Lead Researcher, Commercialisation/Tech Transfer, or additional researcher/ECR)	
	Email	
	Name	
	Role	
	Email	
	Name	
	Role	
	Email	
	Name	
	Role	
	Email	

	Name	
	Role	
	Email	

Activities and Contributions

Activities	<p>You will participate in the Technology Commercialisation Challenge (“Challenge”, “TCC”), delivered by the Commonwealth Scientific Industrial Research Organisation (“CSIRO”), as outlined in Schedule 1.</p> <p>The TCC is an initiative designed to enhance research and development collaboration between India and Australia, with a specific focus on establishing leadership in the research, development, commercialisation and manufacturing of cutting-edge renewable technology by our two nations. It offers a unique opportunity to bring together Australia’s world-class R&D expertise with India’s rapidly expanding renewable energy manufacturing capabilities. By combining these strengths, the Challenge aims to drive innovation, improve the sustainability of energy systems, and facilitate the global transition to cleaner, more reliable energy sources.</p> <p>Your participation in the Challenge will run for 6 months. Challenge Key Activities:</p> <ul style="list-style-type: none"> • facilitated information and learning sessions to support collaboration discussions with, and regarding, Indian stakeholders; and to support awareness and understanding of cross-border navigation, technology validation and adaptation, connections and networks, and credibility building in the new market. These will be delivered by a mix of in-person sessions (Australia), and some virtual sessions. • connections and support from dedicated Challenge Facilitator/s and experienced entrepreneurs, investors, industry representatives and or other international trade related experts as required • support to plan discussions with key manufacturing stakeholder/s in the target market • complete Documentation and Reporting • travel and in-person experiences. A minimum of two Nominated Participant/s must attend in-person activities scheduled to take place once in the home country (Australia) and once in target country (India). Travel Allowance specified below in section ‘Travel Allowance Details’, will support the reasonable costs of accommodation and transport of two Nominated Participants. • introductions and support brokering relationships with potential Indian manufacturing collaborators • support to execute collaboration and project discussions, with a potential Indian manufacturing partner • participation grant (the “Grant”) as outlined below, see Grant Details <p>You and your Nominated Participants should not share sensitive commercial or technical information and be mindful of your IP strategy, when participating in these Activities, as confidentiality cannot be assured.</p> <p>Should you elect to pursue further work beyond the scope of the Challenge and all Activities with parties whom you meet through the Challenge, 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 Challenge Activities are specified in Schedule 1.</p>
Your Contribution	<p>Nominated Participants will be available to actively participate in Activities for the full duration of the Challenge, in accordance with the TCC Grant Opportunity Guidelines available at www.csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge.</p> <p>It is estimated the in-person Activities will combine to a total of approximately 40-60 hours inclusive of travel. This does not include 1:1 in-person Activities and your own efforts to plan, engage and collaborate with nominated Indian renewable manufacturing stakeholder/s. You will allocate as much time as is reasonably necessary to engage in productive discussions regarding a potential collaboration with Indian manufacturing stakeholder/s participating in the Challenge.</p> <p>You are responsible for any costs associated with:</p> <ul style="list-style-type: none"> • You and Your Nominated Participants’ time and effort in the Activities • travel, excluding that provided by CSIRO under Travel Allowance • development and negotiation of any further work is beyond the scope of this Agreement, with other Challenge stakeholders.

Media Consent and Use of Name Details	<p>CSIRO media consent</p> <p>CSIRO may take photographs, audio and/or video recordings of the Challenge Activities. This may include photographs, audio and/or video recordings of individual Participants participating in the Challenge Activities as part of the Challenge. Photographs, audio and/or video recordings captured as part of the Challenge may be shared with other third parties (such as Challenge delivery partners, sponsors, and collaborators) and may be published by CSIRO including on its website.</p> <p>Use of Name</p> <p>Your business name and logo, non-confidential high-level outline of your solution and technology and amount of Grant awarded may be used publicly, with information published on the CSIRO and or Australian Government websites and social media channels.</p> <p>We may approach you at any time during your participation in the Challenge to request your inclusion in Challenge case studies and promotional material.</p>
Acknowledgement and Promotions Details	<p>Announcement of and promotion of participation in the Challenge</p> <p>You will refrain from publicly announcing your selection for/participation in the Challenge until the Participation Agreement is fully executed, and CSIRO has have publicly acknowledged your participation on their channels.</p> <p>Acknowledgment Marks and Guidelines will be provided to you to showcase your participation in the Challenge. You will adhere to the Acknowledgement Marks and Guidelines throughout your participation in the Challenge. Correct use of Acknowledgement Marks will be monitored to ensure no misuse occurs. Withdrawal from the Challenge will require immediate removal of Acknowledgement Marks where applied.</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 Challenge as well as participation in subsequent Challenge Activities.</p>
Documentation and Reporting Details	<p>You will be required to develop and submit the following Documentation and Reporting. The development of these will be supported by Challenge Activities, the Challenge Materials, in-person travel, and Facilitator/s.</p> <ul style="list-style-type: none"> • Development, negotiation and signing of a Non-Disclosure Agreement (NDA), Letter of Intent (LOI), Memorandum of Understanding (MOU) or similar and which may be non-binding, between You and with nominated Indian Renewable Energy Manufacturer/s, signalling both parties intent to explore potential collaborative R&D project/s. • Final Challenge Report. At the conclusion of Challenge Activities, You must submit a Final Challenge Report (in the template provided that outlines if and how your participation in the Challenge has resulted in collaboration and or commercial engagements, and if your expectations and ambitions regarding these relationships have been achieved. • Post-Challenge Reporting. For a period of 12 months post-Challenge Completion Date, survey responses may be required to assist us to reasonably track how you and your India cross-border activities have generally progressed since Your completion of the Challenge must be returned within four weeks of receiving any online survey request. • Ad hoc reporting. You must also notify CSIRO in writing of any changes that would hinder Your or any Nominated Participants' participation in the Challenge. • You must also notify us of significant events or achievements relating to your activities with other Challenge Participants, and provide reasonable access to or an invitation to be included in public promotional opportunities for our Challenge representative/s to attend.

Travel Allowance Details	<p>You will receive a Travel Allowance to support costs of two Nominated Participants attending the mandatory 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 visas, flights and accommodation, ground fares and incidentals necessary for attending in-person activities, as determined by the CSIRO Delegate.</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 and or using the Grant. Any other travel by Nominated Participants to support Activities is at the Your cost and or using the Grant.</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 Challenge.</p>		
	In-person travel experience	Maximum travel allowance, per person – two Nominated Participants are eligible for travel allowance	Eligible Costs
	Travel 1 - Australia up to 3 nights	Total \$2,500 (inclusive of GST) per person <ul style="list-style-type: none">• maximum flight allowance \$1000 (inclusive of GST)• maximum accommodation allowance \$1,200 (inclusive of GST)• maximum ground fares and incidentals \$300 (inclusive of GST)	<ul style="list-style-type: none">• Flights if required, tax receipt required• Accommodation, tax receipt required• Up to \$100 per night, for the maximum nights shown left, supporting ground fares and incidentals; no receipts required• If the maximum allowance is reached, no further (flight, accommodation or daily) allowances can be claimed.
Travel 2 - India up to 6 nights	Total \$5,000 (inclusive of GST) per person <ul style="list-style-type: none">• maximum flight allowance \$3,000 (inclusive of GST)• maximum accommodation allowance \$2,400 (inclusive of GST)• maximum visa, ground fares and incidentals \$600 (inclusive of GST)		
Grant Details	<p>The participation grant (Grant) is up to \$50,000 (plus GST), subject to satisfactory participation in, and completion of, Challenge Activities, and achievement of Milestones, and excludes any Research Organisation overhead fee and or infrastructure charge. The Grant must only be used in accordance with the TCC Grant Opportunity Guidelines available at www.csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge.</p> <p>The Grant is paid in two tranches of \$25,000 plus GST each, upon submission of Documentation and Reporting requirements as below.</p> <p>You are responsible for any costs incurred in the Challenge.</p> <p>The Grant will be paid in two tranches. The Grant is paid if You meet Challenge performance milestones (the “Milestones”):</p> <ul style="list-style-type: none">• You (your Nominated Participant/s collectively) actively participate in no less than 90% of formal virtual and in-person Australia Challenge Activities.• You (your Nominated Participant/s collectively) actively participate in no less than 90% of the formal in-person India Sprint.• Develop, negotiate and submit a copy of signed non-binding Letter of Intent (LOI), Memorandum of Understanding (MOU) or similar with nominated Indian Renewable Energy Manufacturer/s (Tranche 1, \$25,000 plus GST)• Submit a Final Challenge Report in the template provided at the conclusion of the Challenge Activities, that outlines if and how your participation in the Challenge has resulted in collaboration and or commercial engagements, and if your expectations and ambitions regarding these relationships have been achieved. (Tranche 2, \$25,000 plus GST)		

Challenge Material	All material provided to you by CSIRO in relation to the Challenge and the Challenge Activities. This may include material provided by a third party during the Challenge Activities.
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This proposal to enter into an Agreement (which will consist of this cover page, the terms overleaf and any attachments) is valid for 30 days from the date of issue.

To accept this proposal, please sign below and return all the pages of the Agreement to the team via email: TCC@csiro.au

By signing below you confirm, on behalf of the 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 [Privacy Statement https://csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge/Privacy-statement](https://csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge/Privacy-statement)

CSIRO Delegate

_____ by _____ on _____
[Signature] Program Director [Date: DD/MM/YY]

Participant Organisation

_____ by _____ on _____
[Signature] Authorised Representative Name [Date: DD/MM/YY]

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.

'Challenge' means the Technology Commercialisation Challenge.

'Challenge 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 Challenge 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.

'Grant' means the grant specified in the Grant Details.

'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.

'Milestones' means the milestones specified in the Payment Terms.

'Participant' means any person who engages in or participates in the Challenge delivered by CSIRO, including third parties.

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

'Recipient' means a party that receives Confidential Information under this Agreement.

'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 Challenge.

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

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

Your Responsibilities

1.1 You will ensure that you and your Nominated Participants:

- a. participate in the Challenge Activities and conduct themselves to professional standards and in accordance with the terms of this Agreement, the Challenge Guidelines available at www.csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge.
 - a. are each aged 18 years or older at the time your application is made to the Challenge;
 - b. are eligible to apply for or have required visa/s and valid passport for international travel to India;
 - c. provide to CSIRO all the documentation and reports specified under Documentation and Reporting Details;
 - d. spend the Grant and Travel Allowance in accordance with any requirements specified in this Agreement and the Challenge Guidelines available at www.csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge;
 - e. participate in all end-of-Challenge and post-Challenge reporting specified in the Documentation and Reporting Details;
- b. 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;
 - f. 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;
 - g. make Your Contribution in a timely manner;
 - h. promptly notify CSIRO via email (TCC@csiro.au) if you become aware of any circumstances which might affect you or your Nominated Participants from fully participating in the Challenge Activities; and
 - i. disclose any potential conflict of interest in connection with this Agreement via email (TCC@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.

1.2 You must ensure that, while on CSIRO or other hosted premises for formal Challenge Activities or using online Challenge Material 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 Challenge Activities.
- 1.3** You will be responsible for ensuring Nominate Participant/s secure appropriate visa/s in relation to any travel associated with the Challenge.
- 1.4** 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.
- 1.5** You must provide an invoice which includes your Australian Business Number 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.
- 1.6** 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 Grant or Travel Allowance.

You must submit a signed, non-binding Non-Disclosure Agreement (NDA), Letter of Intent (LOI), Memorandum of Understanding (MOU), or equivalent document, along with a tax invoice, in order to receive the grant payment.

CSIRO's Responsibilities

- 2.1** CSIRO will:
- a. provide a primary point of contact for You, and the Nominated Participants;
 - b. lead the Challenge Activities;
 - c. provide the Travel Allowance;
 - d. provide the Grant;
 - e. ensure that Facilitator/s, mentors or other experts formally participating the Challenge enter into an agreement with CSIRO to protect Confidential Information and Confidential Information disclosed by Your Nominated Participants in the course of the Challenge.
- 2.2** CSIRO will pay the Grant and the Travel Allowance in accordance with the Payment Terms, including upon the achievement of the Milestones.
- 2.3** CSIRO may by notice withhold payment of any amount of the Grant or Travel Allowance where it reasonably believes:
- a. you have not complied with this Agreement;
 - b. you are unable to undertake the Challenge Activities;
 - c. the Grant or Travel Allowance is being used to support the costs of any activity that would be reasonably anticipated to bring the Challenge into disrepute; or
 - d. there is a serious concern relating to the Participant Organisation, or this Agreement that requires investigation.
- 2.4** 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.
- 2.5** CSIRO will pay the withheld amount once you have satisfactorily addressed the reasons contained in the notice under clause 2.3.

Intellectual Property

- 3.1** Ownership of IP in Challenge Materials is not affected by this Agreement. CSIRO grants you a non-transferable, non-exclusive, royalty-free right to use the Challenge Materials in connection with the Challenge Activities.
- 3.2** 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.
- 3.3** Each party is responsible for the safe-keeping of any Challenge Material or other material that is provided to it or created by it in the course of the Challenge Activities.
- 3.4** 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 Challenge Activities. You should consider putting in place appropriate IP arrangements with third parties where relevant.

Participating in Challenge Activities

- 4.1** Elements of the Challenge 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.

- 4.2 Confidential treatment of information shared in open forum as part of the Challenge Activities cannot be assured. Participants are not required to keep such information confidential.
- 4.3 You should ensure that You and your Nominated Participants limit information disclosed to others involved in the Challenge Activities accordingly, including to other participants in the Challenge. You should consider putting in place appropriate confidentiality arrangements with third parties where relevant.

Privacy

- 5.1 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).
- 5.2 CSIRO is bound to protect personal information in accordance with the *Privacy Act 1988*.
- 5.3 CSIRO collects Personal Information, including sensitive information of participants for the purposes of delivering the Challenge. 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 [TCC Privacy Statement \(https://csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge/Privacy-statement\)](https://csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge/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 Challenge.
- 5.4 By signing this Agreement you acknowledge that Your Nominated Participants have been informed of the [RISE Privacy Statement \(https://csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge/Privacy-statement\)](https://csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge/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 [TCC Privacy Statement](https://csiro.au/en/work-with-us/International/The-Technology-Commercialisation-Challenge/Privacy-statement) and [CSIRO Privacy Policy](https://www.csiro.au/en/about/policies/privacy) and for the purposes of the Challenge.
- 5.5 CSIRO may disclose Personal Information to Challenge industry participants, partners, collaborators and sponsors located outside of Australia for the purposes of delivering the Challenge. 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.
- 5.6 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 Challenge;
 - 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 Challenge.

Confidential Information

- 6.1 The parties acknowledge and agree that:
- Participants should not disclose sensitive Participant Organisation Confidential Information to CSIRO or its subcontractors. 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 Challenge Activities.
- 6.2 Each party must comply with any directions given by a Discloser as to the use of Confidential Information.
- 6.3 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.
- 6.4 A party must promptly notify the other party if they become aware of any unauthorised disclosure of Confidential Information.
- 6.5 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).
- 6.6 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.
- 6.7 Notwithstanding the foregoing in this clause 6:

- a. 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
 - b. 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.
- 6.8 The Participant must promptly notify the Discloser if it becomes aware of any unauthorised disclosure of Confidential Information.

Photographs

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

Branding

- 8.1 You may use the CSIRO and Challenge name or trade marks to describe your participation in the Challenge Activities in accordance the requirements set out in the Challenge Acknowledgement and Promotions Details.. You must not (and must ensure that your Participants do not) otherwise use CSIRO (including Challenge) 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.
- 8.2 CSIRO may use your name or trade marks in relation to the Challenge, in promotional material for the Challenge, 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.
- 8.3 CSIRO may publicise the provision of the Grant to you including using the TCC and CSIRO's name and logo, details of the project and the amount of funding awarded to you 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 Challenge for use by CSIRO on its website and other publicity activities. This process may result in one or more agreed joint press-releases.
- 8.4 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.

Liability

- 9.1 The Challenge Activities and Challenge Materials provide general information, rather than specific advice to your or your Participant's circumstances.
- 9.2 You acknowledge that you:
- a. are responsible for managing the confidentiality of your Confidential Information and the Participant Organisation Confidential Information in connection with the Challenge Activities;
 - b. must use your own judgement when using Challenge Materials made available to you under this Agreement;
 - c. exercise any right to exploit or commercialise any technology or materials created by you or your Nominated Participants at your own risk;
 - d. must use your own judgement as to the applicability and fitness for purpose of the Challenge Material and your technology or materials for your specific circumstances;
 - e. 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
 - f. 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 Challenge Activities.
- 9.3 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**').
- 9.4 To the extent permitted, CSIRO's liability to you for breach of any Non-Excludable Condition is limited at CSIRO's option to:
- a. for services:
 - i. providing those services again; or
 - ii. paying the cost of having those services provided again;
 - b. for goods:
 - i. replacing the goods; or
 - ii. paying the cost of replacing the goods.

- 9.5 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.
- 9.6 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.

Insurance

- 10.1 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 Challenge Activities and Your Nominated Participants.
- 10.2 You will be responsible for all travel insurance cover (travel and associated items) for any travel related activities associated with the Challenge.
- 10.3 Nothing in this clause limits the other obligations and liabilities of any party under this Agreement or at law.

Dispute Resolution

- 11.1 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.
- 11.2 This clause shall survive termination of this Agreement.
- 11.3 Nothing in this clause prevents a party from seeking urgent interlocutory relief.
- 11.4 CSIRO may disclose any information regarding the Dispute to its responsible government Minister, House of Parliament or a Committee of Parliament.

Termination

- 12.1 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:
- any representation made by You in this agreement is untrue;
 - you persistently fail to meet your obligations under this Agreement despite receiving a reasonable number of written warnings from CSIRO;
 - 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.
- 12.2 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.

General

- 13.1 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.
- 13.2 This Agreement and the circumstances surrounding it do not create any relationship of employment, partnership, agency between you and CSIRO.
- 13.3 This Agreement records our entire agreement and supersedes all earlier agreements and representations that may have been made in relation to its subject matter.
- 13.4 This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.
- 13.5 This Agreement is governed by the law of Australian Capital Territory, Australia.
- 13.6 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 – Challenge Activities

	Activity	Date/s
	Submission of Applications	26 May 2025 – 30 June 2025
Application, Assessment, Selection	Assessment of applications and selection	16 June 2025 – 14 July 2025
	Approval of outcomes of selection process	From 1 July or later
	Enter this Participation (grant) Agreement	From 1 July or later
Commencement	Earliest start date of Challenge Activities, and facilitated discussions commence between You and your nominated Indian renewable energy manufacturer/s	From date of Participation Agreement execution
Documentation & Reporting	Development, negotiation and signing of a Non-Disclosure Agreement (NDA), Letter of Intent (LOI), Memorandum of Understanding (MOU) or similar and which may be non-binding, between You and with nominated Indian Renewable Energy Manufacturer/s, signalling both parties intent to explore potential collaborative R&D project/s	From date of Participation Agreement execution
Grant	Grant Tranche 1, \$25,000 plus GST, payment on receipt of tax invoice payment subject to submission of copy of signed NDA, LOI, MOU or similar between Participant Organisation and nominated Indian Renewable Energy Manufacturer/s	From date of NDA, LOI or similar
In-person travel	<i>The India Opportunity</i> : India literacy and capability session/s in-person travel required of two Nominated Participants, Canberra, Australia	To be advised
Facilitation	Ongoing discussions and collaborative explorations between You and nominated Indian Renewable Energy Manufacturer/s including: <ul style="list-style-type: none"> potential in-person Australia visit by Indian Renewable Energy Manufacturer/s optional, self-funded (or using grant) visit/s to India to work in-person with nominated Indian Renewable Energy Manufacturer/s 	From date of Participation Agreement execution
	Ongoing facilitation and mentor support to develop collaborative R&D project planning with your Nominated Indian Renewable Energy Manufacturer/s.	
	Development and negotiation of documentation and terms required for collaborative R&D project	
In-person travel	<i>India Sprint</i> : in-person travel to New Delhi and other locations as required to participate in formal Challenge Activities, and meet 1:1 with your nominated Indian Renewable Energy Manufacturer/s	15 September 2025 to 19 September 2025
Documentation & Reporting	Final Challenge Report submission due, report is to outline if and how Your participation in the Challenge has resulted in collaboration and or commercial engagements, and if Your expectations and ambitions regarding these relationships have been achieved	By 30 December 2025
Grant	Grant Tranche 2, \$25,000 plus GST, payment subject to submission of Final Challenge Report and receipt of tax invoice	From date of submission of Final Challenge Report
Documentation & Reporting	Post-Challenge Reporting up to 12 months following conclusion of Your participation in the Challenge to track if and how Your India cross-border activities have progressed	From 30 October 2025 to 30 November 2026