

Australian Indian I-ACE Hackathon Participation Agreement (SME)



Parties:	CSIRO	You
Name	Commonwealth Scientific and Industrial Research Organisation	
ABN/ACN	ABN 41 687 119 230	
Address	Clunies Ross Street, Black Mountain ACT 2601	
Key Contact	(Event Manager)	(Team Leader)
Email	i-ace@csiro.au	

Team:	Team Members (list below): Each member must be Your employee
Team Name:	
Team ID:	
Contact:	
Email:	

Event Details:			
Event Name	I-ACE Hackathon	Event Location	Online
Event Dates	Start Date	End Date	

Activities and Contributions:	
Activities	Participation in the I-ACE Hackathon, a competitive event subject to the Rules of Play in which teams will work on projects within a defined theme with the goal of creating a solution to a challenge statement by the end of the event.
Your Contribution	You will make Your Team Members available to actively participate in the Event which will consist of a number of notified online sessions during the Event Dates. You are responsible for all costs (for example; salaries, meals and ground transport) associated with the participation of Your Team Members in the Activities.
CSIRO's Contributions	CSIRO will make available to each Team: <ul style="list-style-type: none"> the online program activities, 2 x 45 minute coaching sessions with I-ACE Hackathon mentors in the course of the Event.
CSIRO Background Material	All material provided to you by CSIRO in relation to the Activities. This may include material provided by a third party during the Activities.

This proposal to enter into an Agreement (which will consist of this cover page, the terms overleaf and any attachments) is valid for 20 days from the date shown at the top of this cover page. To accept this proposal, please sign below and return all of the pages of the Agreement to the CSIRO I-ACE Team via email: i-ace@csiro.au. By signing below you confirm you have read and accepted the Agreement.

CSIRO Delegate by _____ on _____
[Signature] CSIRO Delegate Name [Date: DD / MM / YYYY]

by _____ on _____
[You, legal entity] [Signature] [Partner Authorised Representative Name] [Date: DD / MM / YYYY]

TERMS

1. Definitions

- 1.1. **'Agreement'** means these terms together with the cover page and any attachments.
- 1.2. **'Background Materials'** means any materials owned or controlled by a party (together with any IP in same) that has been developed independently of the Activities (either before or after the Commencement Date) and is made available by that party for the Activities.
- 1.3. **'Confidential Information'** means all information disclosed in any form or media, which is by its nature confidential or which you or CSIRO identifies as confidential, and includes all copies, notes and records made of such information. CSIRO's Confidential Information includes any Confidential Information disclosed by a collaborator, sub-contractor or a third party participant in the course of the Activities.
- 1.4. **'I-ACE Participants'** means third parties involved in the I-ACE Hackathon Event, including the selection panel, Innovation Mentors, judges, facilitators, contractors, the Commonwealth of Australia, AIM India, NITI Ayog (India) and representatives of the Indian government.
- 1.5. **'IP'** means any rights in any existing or future copyright work, patentable invention, design, circuit layout, new plant variety, trademark, know-how or trade secret.
- 1.6. **'Rules of Play'** means the terms and conditions applying to participation in the Event available at <https://events.csiro.au/IACEH>;
- 1.7. Other capitalised expressions used in this Agreement have the meanings given to them in the cover page.

2. Participation

- 2.1. You will arrange for your Team Members to participate in the Activities for the term beginning on the Start Date and finishing on the End Date for the Event.

3. Your Responsibilities

- 3.1. You will ensure that Your Team Members:
 - (a) participate in the Activities and conduct themselves to professional standards and in accordance with the terms of this Agreement;
 - (b) comply with CSIRO's Code of Conduct (<http://www.csiro.au/en/About/Policiesguidelines/Working-at-CSIRO/Code-of-Conduct>) to the extent that it is applicable and is not inconsistent with the terms of this Agreement;
 - (c) are informed that as participants in the Event, they have given permission for the collection, use and disclosure of their personal information. Further information about what personal information may be collected as part of their participation in the Event is contained in the privacy notice and consent that each individual participant is required to sign. For more information please refer to <https://events.csiro.au/IACEH>;
- 3.2. You will:
 - (a) ensure Team Members are aware of the provisions under this Agreement and provide whatever consents and permissions are needed in order for you to comply with this Agreement;
 - (b) make Your Contribution in a timely manner;
 - (c) notify the CSIRO I-ACE Hackathon Contact of any potential conflict of interest. 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; and

- (d) comply with the Rules of Play.

- 3.3. You must ensure that, while on CSIRO premises or using online resources made available in connection with this agreement, Your Team Members comply with all lawful and reasonable directions given by CSIRO, its collaborators, contractors 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 (such as laboratories); or
 - (c) the use of any computer, electronic or telecommunications device, software, databases or on-line services and any user policies which apply.

4. CSIRO's Responsibilities

- 4.1. CSIRO will:
 - (a) appoint the CSIRO I-ACE Hackathon Event Contact who will act as the primary point of contact for you and the Team;
 - (b) lead the Activities; and
 - (c) provide the CSIRO Contributions.
 - (d)

5. Applications and Submissions

- 5.1. Nothing in this Agreement affects the ownership of Background Material used in connection with the Activities.
- 5.2. As part of the Event your Team Members will be asked to describe to the judging panel your proposed solutions to the challenges which will be made available on commencement of the virtual hackathon which forms part of the Event.
- 5.3. Your Team's submissions will be evaluated and assessed as part of the application process (by which Teams will be selected to participate in the Event. Your team will also make submissions as part of the evaluation process. Your team will be asked to upload a short video as part of the evaluation process.
- 5.4. CSIRO will engage third parties to participate in the evaluation process to judge submissions and award prizes. CSIRO's Indian collaborator, Atal Innovation Mission will also engage judges to participate in the evaluation process by which submissions will be assessed and provided. More information is provided at www.aim.gov.in.
- 5.5. You must ensure that Your Team Members **do not** include any **Confidential Information** as part of the application process or in connection with submissions to the evaluation and judging phase of the Event. Confidential treatment of this information cannot be assured. Some aspects of the Event will be run as an open forum to encourage the sharing of ideas and insights, and to foster and encourage innovative thinking in response to challenges of global significance. Attendees are not required to keep information learned as part of the submissions confidential.
- 5.6. Your Team's submissions to the evaluation process may be published by CSIRO or its collaborators or contractors in connection with the Event. You consent to CSIRO and **I-ACE Participants** using and disclosing information and any images or videos recorded or submitted in connection with the Event in all formats and media including, but not restricted to, video, website, print and all digital applications in which they may be

incorporated including social media, communications, marketing and advertising.

5.7. You must ensure that Your Team Members:

- (a) Do not include libellous, false, defamatory, overtly political material in their applications or submissions;
- (b) Do not breach any obligations of confidence owed to any third party in making their applications or submissions;
- (c) Do not bring CSIRO, its collaborators or contractors, the Event or other participants in the Event into disrepute;
- (d) Do not act contrary to any relevant law or third party rights (including any third party intellectual property rights or any rights arising under the Privacy Act (Cwth) or equivalent).

5.8. Each party grants the other party a non-transferable, non-exclusive, royalty-free right to use the Background Materials for the purposes of the Activities. CSIRO may sub-licence the rights granted to it under this sub-clause to its subcontractors (including the Innovation Mentors) who are participating in the Activities.

5.9. If CSIRO provides you with any material belonging to a third party, you must comply with any conditions pertaining to the use of such material, which may be communicated to you in writing or verbally.

6. Photographs and recordings

6.1. CSIRO or a photographer engaged by CSIRO may take photographs and/or video of the Activities. You and Your Team Members give permission for CSIRO and I-ACE Participants to use these images in promotional material and social media to promote the Event. Individual participants will be asked to sign the I-ACE Release Form a copy of which is available at <https://events.csiro.au/IACEH>.

7. Branding

7.1. You may use the name of the Event to describe your participation in the Activities in accordance with any directions given by CSIRO from time to time. You must not use CSIRO (including the I-ACE Hackathon) name or trademarks in a manner which suggests CSIRO endorses or is otherwise associated with your technology, business, products or services. In no case may you use CSIRO's logos without CSIRO's prior written consent.

8. CSIRO and I-ACE Participants may use your name or trademarks in relation to the Event in a list of participants, in promotional material for the Event. You will provide a current version of your logo for CSIRO and I-ACE Participants to use in accordance with this Agreement on request. CSIRO must not otherwise use your name or trademarks without Your prior written consent.

9. Release and disclaimer

9.1. The decision of the judging panel in relation to the awarding of prizes in connection with the Event will be final and no correspondence will be entered into.

9.2. You participate in the Event entirely at your own risk. 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**').

9.3. To the full extent permitted by law, 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 or equivalent 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.

9.4. To the full extent permitted by law CSIRO will not be liable for any direct, special, indirect or consequential damages, loss of anticipated profits or loss of revenue, arising from this Agreement.

9.5. 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.

10. Dispute Resolution

10.1. If there is a dispute between you and CSIRO that cannot be resolved then the matter must, unless otherwise agreed, be referred to the Australian Disputes Centre for arbitration in accordance with the Centre's Rules for Arbitration operating at the time the dispute is referred to the Centre. The decision of the arbitrator (including any award as to costs) will be final and binding. This clause shall survive termination of this Agreement. You must treat the existence and nature of the dispute as Confidential Information.

11. Termination

11.1. CSIRO may terminate this Agreement by 7 days' notice in writing.

11.2. On termination of this Agreement you must (and must ensure that Your Team Members) immediately return all CSIRO Background Materials in your possession.

12. General

12.1. Each party warrants that it has the full power to enter into this Agreement.

12.2. This Agreement and the circumstances surrounding it do not create any relationship of employment, partnership, agency between you and CSIRO.

12.3. This Agreement records our entire agreement and supersedes all earlier agreements and representations made by CSIRO to you in relation to the Event.

12.4. This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

12.5. This Agreement is governed by the law of Victoria, Australia.